



**US Army Corps
of Engineers®** Seattle District

Maintenance and Repair of Temporary Buildings – Fort Lewis, WA

Services Solicitation and Specifications

Open to Both Large and Small Business

February 2003

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This Procurement is Open to Both Large and Small Business

FORT LEWIS

PREPROPOSAL CONFERENCE AND SITE VISIT:

A one-time preproposal conference and site visit for offerors is scheduled for 27 February 2003. Offerors desiring to attend should arrive no later than 10:00 a.m., Local Time, at Room No. 2003 in the Stone Education Center, Building 6242, at Main Fort Lewis, WA. **Mr. Terry Lucas, Project Manager, will be charge of the conference and site visit.** The point of contact for registering for these two events will be Mr. Terry Lucas. Please contact him at least five days prior to the site visit at his e-mail address, lucast@lewis.army.mil and advise the following: Name of your firm, number of your employees who will participate in the site visit, listing their names, birth dates, and license numbers. **PLEASE NOTE** THAT NOTIFICATION IS A MANDATORY REQUIREMENT FOR PARTICIPATION IN THE SITE VISIT. Failure to notify Mr. Lucas may constitute denial of your access on Fort Lewis. The site visit is expected to last approximately four hours.

Directions to the Stone Education Center, Building 6242 at Main Fort Lewis, WA, are as follows: Go into Fort Lewis at the Main Gate. Turn left at the Exchange (PX) gas station (first traffic light) onto Colorado Avenue. Go about one-half mile. The big, new building on the left is the Education Center. A temporary one-day vehicle pass is required to drive on Fort Lewis and may be obtained from the Visitor's Center at the Fort Lewis Main Gate. To receive the temporary pass, you must present a valid driver's license, current vehicle registration, proof of insurance and state your destination on post (Preproposal Conference/Site Visit, Maintenance and Repair of Temporary Buildings Project, Fort Lewis, WA).

Directions to Visitor's Center at Fort Lewis Main Gate: From I-5, take Exit 120 (Fort Lewis) and proceed to the Visitor's Center just inside and to the right of the Main Gate.

Security Requirements at the Main Gate, Fort Lewis. Post access requires presentation of the following information at the Main Gate: Company name, Contract Name (Combined Arms Collective Training Facility), Length of Contract: Approximately 545 days, individual's name, birth date and driver's license number.

FOR INQUIRIES, CONTACT THE FOLLOWING INDIVIDUALS: (Monday through Friday, between the hours of 8:00 a.m. and 3:30 p.m.)

TECHNICAL MATTERS:

For Technical Matters, questions **must** be submitted to:

lucast@lewis.army.mil

PROPOSAL DOCUMENTS:

All proposal documents can be found at the Seattle District Internet site:

<http://www.nws.usace.army.mil/index.cfm>

Interested firms must register at the site.

PLANHOLDER'S LISTS: Lists may also be obtained from the same site

ADMINISTRATIVE MATTERS:

Esther Elson

Contact between the hours of 7:30 am – 2:00 pm, M-F

Phone: (206)764-6588

FAX: (206) 764-6817

Email: esther.elson@nws02.usace.army.mil

(Mail) Seattle District Corps of Engineers, P.O. Box 3755, Seattle, WA 98124-3755

(Street) 4735 E. Marginal Way S., Seattle, WA 98134-2385

DACA67-03-R-0204

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CAUTION TO OFFERORS

<u>SECTION</u>	<u>TITLE</u>
A	SF33, Solicitation, Offer and Award and Corporate Certificate and Subcontracting Plan information (Pages 1-7)
B	Schedule
C	Statement of Work: Scope of Work, including Sections C1 through C7
E	Inspection and Acceptance
G	Contract Administration
H	Special Contract Requirements
I	Contract Clauses
J	List of Attachments: Wage Determination No: 1994-2567, Revision No. 22, Date of Last Revision: 08/21/2002 Exhibits
K	Representations and Certifications and other Statements of Offerors
L	Instructions, Conditions and Notice to Offerors
M	Submittal and Evaluation Procedures

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!!!CAUTION TO OFFERORS!!!

1. **TELEPHONES:** Limited telephone service is provided in the lobby. Only two public telephones may be used by offerors for completing offers.

2. **BUSINESS HOURS:** For the Seattle District Corps of Engineers are from 7:30 A.M. to 4:00 P.M., Monday through Friday.

BEFORE SIGNING AND MAILING THIS OFFER, PLEASE TAKE NOTE OF THE FOLLOWING, AS FAILURE TO PERFORM ANY ONE OF THESE ACTIONS MAY CAUSE YOUR OFFER TO BE REJECTED

3. **AMENDMENTS:** Have you acknowledged receipt of ALL amendments? If in doubt as to the number of amendments issued, please contact the Plans Room representative listed on the Information Page.

4. **AMENDED PAGES:** If any of the amendments furnished amended pages, the amended pages must be used in submitting your offer.

5. **MISTAKE IN OFFER:** Have you reviewed your offer price for possible errors in calculation or work left out?

6. **TELEGRAPHIC MODIFICATIONS:** The Seattle District does not have the capability of receiving commercial telegrams directly. Offerors who wish to modify their offer by telegram are urged to ensure that telegrams are submitted within enough time to arrive at the opening office prior to the time specified for receipt of proposals. Any doubt as to time should be resolved in favor of EXTRA TIME. Transmission by Fax to this office is NOT ACCEPTABLE.

7. Both technical proposal (original and five copies) and price proposal (original and one copy) should reach Seattle District Corps of Engineers, Contracting Division, 4735 E. Marginal Way S., Seattle, WA 98134-2329, no later than date and time specified in Block 9 of SF 33.

8. **OFFER ACCEPTANCE PERIOD:** The minimum offer acceptance period is specified in block 12 Standard Form 33, Solicitation, Offer and Award. Please ensure that you allow at least the stated number of calendar days for the Government to accept your offer.

9. **CENTRAL CONTRACTOR REGISTRATION:** Your attention is drawn to DFARS Clause 252.204-7004, REQUIRED CENTRAL CONTRACTOR REGISTRATION in Section I. Lack of registration in the CCR database will make offeror ineligible for award. Information on how to register and the time it takes are detailed in the clause.

10. **HUBZONE CERTIFICATION:** Your attention is drawn to FAR Clause 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999) in Section I. A HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Reference: <https://el.sba.gov:9000/prodhubzone/hubzone/approval.stm>

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SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 256 PAGES		
2. CONTRACT NO.		3. SOLICITATION NO. DACA67-03-R-0204		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 10 Feb 2003		6. REQUISITION/PURCHASE NO. W68MD9-2339-3183		
7. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755 CODE DACA67 TEL: 206-764-3772 FAX: 206-764-6817				8. ADDRESS OFFER TO (If other than Item 7) CODE See Item 7 TEL: FAX:						
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>02:00 PM</u> local time <u>14 Mar 2003</u> (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME ESTHER ELSON		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 206-764-6588			C. E-MAIL ADDRESS esther.elson@usace.army.mil			
11. TABLE OF CONTENTS										
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION		
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES					
X	A	SOLICITATION/ CONTRACT FORM			1	X	I	CONTRACT CLAUSES		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			2 - 6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS				
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT			7 - 47	X	J	LIST OF ATTACHMENTS		
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X	E	INSPECTION AND ACCEPTANCE			48 - 50	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
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X	H	SPECIAL CONTRACT REQUIREMENTS			53 - 57	X	M	EVALUATION FACTORS FOR AWARD		
OFFER (Must be fully completed by offeror)										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN		ITEM		
						(4 copies unless otherwise specified)				
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE		
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.										

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IF THE CONTRACTOR IS A CORPORATION OR PARTNERSHIP, THE **APPLICABLE PORTION** OF THE FORM LISTED BELOW MUST BE COMPLETED. IN THE ALTERNATIVE, OTHER EVIDENCE MUST BE SUBMITTED TO SUBSTANTIATE THE AUTHORITY OF THE PERSON SIGNING THE CONTRACT. IF A CORPORATION, **THE SAME OFFICER SHALL NOT EXECUTE BOTH THE CONTRACT AND THE CERTIFICATE.**

CORPORATE CERTIFICATE

I, _____, certify that I am the _____ Secretary of the Corporation named as Contractor herein; that _____, who signed this contract on behalf of the Contractor was then _____ of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Secretary) (CORPORATE SEAL)

AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names, signatures and Social Security Numbers of all partners are listed below and that the person signing the contract has authority actually to bind the partnership pursuant to its partnership agreements. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership with the United States of America, except as follows: (state "none" or describe limitations, if any)

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to, and acknowledged by, the Contracting Officer.

(Names, Signatures and Social Security Numbers of all Partners)

NAME	SIGNATURE	SOCIAL SECURITY NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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SECTION B – SCHEDULE

ITEM NUMBER	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
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BASE YEAR – 01 MAY 2003 THROUGH 30 APRIL 2004

FIXED ITEM: *

0001	Provide all supervision, personnel, equipment, transportation, materials, and other items and services necessary to perform Service Order Work and Preventive Maintenance required for maintenance and repair of Temporary Buildings in accordance with Section C, Performance Statement of Work	12	Month	\$ _____	\$ _____
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*** A MONTHLY DEDUCTION WILL BE TAKEN FOR DEMOLISHED BUILDINGS (SEE SECTION C-1)**

THE FOLLOWING LINE ITEMS ARE INDEFINITE DELIVERY/INDEFINITE QUANTITY ITEMS, TO BE UTILIZED IAW STATEMENT OF WORK PARAGRAPHS C.5.1.1.1., C.5.1.1.2, C.5.10.2, AND C.5.10.2.1. FUNDS FOR LINE ITEMS 0002 AND 0003 WILL BE CITED ON INDIVIDUAL TASK ORDERS AND PAYMENT WILL BE MADE ONLY FOR ACTUAL QUANTITIES ORDERED BY THE CONTRACTING OFFICER:

0002	Miscellaneous Hours	NTE 245	Hour	\$ _____	NTE \$ _____
0003	Miscellaneous Material and Equipment	NTE 25,000	Lump Sum	\$1.00	NTE <u>\$25,000.00</u>
TOTAL NTE ID/IQ ITEMS (0002 AND 0003 – BASE YEAR)					NTE \$ _____
TOTAL FIXED AND NTE ID/IQ ITEMS (0001-0003) BASE YEAR					NTE \$ _____

SECTION B – SCHEDULE

ITEM NUMBER	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
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FIRST OPTION YEAR – 01 MAY 2004 THROUGH 30 APRIL 2005

FIXED ITEM: *

1001	Provide all supervision, personnel, equipment, transportation, materials, and other items and services necessary to perform Service Order Work and Preventive Maintenance required for maintenance and repair of Temporary Buildings in accordance with Section C, Performance Statement of Work	12	Month	\$ _____	\$ _____
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*** A MONTHLY DEDUCTION WILL BE TAKEN FOR DEMOLISHED BUILDINGS (SEE SECTION C-1)**

THE FOLLOWING LINE ITEMS ARE INDEFINITE DELIVERY/INDEFINITE QUANTITY ITEMS, TO BE UTILIZED IAW STATEMENT OF WORK PARAGRAPHS C.5.1.1.1., C.5.1.1.2, C.5.10.2, AND C.5.10.2.1. FUNDS FOR LINE ITEMS 1002 AND 1003 WILL BE CITED ON INDIVIDUAL TASK ORDERS AND PAYMENT WILL BE MADE ONLY FOR ACTUAL QUANTITIES ORDERED BY THE CONTRACTING OFFICER:

1002	Miscellaneous Hours	NTE 245	Hour	\$ _____	NTE \$ _____
1003	Miscellaneous Material and Equipment	NTE 25,000	Lump Sum	\$1.00	NTE <u>\$25,000.00</u>
TOTAL NTE ID/IQ ITEMS (1002 AND 1003 – FIRST OPTION YEAR)					NTE \$ _____
TOTAL FIXED AND NTE ID/IQ ITEMS (1001-1003) FIRST OPTION YEAR					NTE \$ _____

SECTION B – SCHEDULE

ITEM NUMBER	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
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SECOND OPTION YEAR – 01 MAY 2005 THROUGH 30 APRIL 2006

FIXED ITEM: *

2001	Provide all supervision, personnel, equipment, transportation, materials and other items and services necessary to perform Service Order Work and Preventive Maintenance required for maintenance and repair of Temporary Buildings in accordance with Section C, Performance Statement of Work	12	Month	\$ _____	\$ _____
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*** A MONTHLY DEDUCTION WILL BE TAKEN FOR DEMOLISHED BUILDINGS (SEE SECTION C-1)**

THE FOLLOWING LINE ITEMS ARE INDEFINITE DELIVERY/INDEFINITE QUANTITY ITEMS, TO BE UTILIZED IAW STATEMENT OF WORK PARAGRAPHS C.5.1.1.1., C.5.1.1.2, C.5.10.2, AND C.5.10.2.1. FUNDS FOR LINE ITEMS 2002 AND 2003 WILL BE CITED ON INDIVIDUAL TASK ORDERS AND PAYMENT WILL BE MADE ONLY FOR ACTUAL QUANTITIES ORDERED BY THE CONTRACTING OFFICER:

2002	Miscellaneous Hours	NTE 245	Hour	\$ _____	NTE \$ _____
2003	Miscellaneous Material and Equipment	NTE 25,000	Lump Sum	\$1.00	NTE <u>\$25,000.00</u>
TOTAL NTE ID/IQ ITEMS (2002 AND 2003 – SECOND OPTION YEAR)					NTE \$ _____
TOTAL FIXED AND NTE ID/IQ ITEMS (2001-2003) SECOND OPTION YEAR					NTE \$ _____

SECTION B – SCHEDULE

ITEM NUMBER	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
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THIRD OPTION YEAR – 01 MAY 2006 THROUGH 30 APRIL 2007

FIXED ITEM: *

3001	Provide all supervision, personnel, equipment, transportation, materials, and other items and services necessary to perform Service Order Work and Preventive Maintenance required for maintenance and repair of Temporary Buildings, in accordance with Section C, Performance Statement of Work	12	Month	\$ _____	\$ _____
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*** A MONTHLY DEDUCTION WILL BE TAKEN FOR DEMOLISHED BUILDINGS (SEE SECTION C-1)**

THE FOLLOWING LINE ITEMS ARE INDEFINITE DELIVERY/INDEFINITE QUANTITY ITEMS, TO BE UTILIZED IAW STATEMENT OF WORK PARAGRAPHS C.5.1.1.1., C.5.1.1.2, C.5.10.2, AND C.5.10.2.1. FUNDS FOR LINE ITEMS 3002 AND 3003 WILL BE CITED ON INDIVIDUAL TASK ORDERS AND PAYMENT WILL BE MADE ONLY FOR ACTUAL QUANTITIES ORDERED BY THE CONTRACTING OFFICER:

3002	Miscellaneous Hours	NTE 245	Hour	\$ _____	NTE \$ _____
3003	Miscellaneous Material and Equipment	NTE 25,000	Lump Sum	\$1.00	NTE <u>\$25,000.00</u>
TOTAL NTE ID/IQ ITEMS 3002 AND 3003 – THIRD OPTION YEAR					NTE \$ _____
TOTAL FIXED AND NTE ID/IQ ITEMS 3001-3003 – THIRD OPTION YEAR					NTE \$ _____

SECTION B – SCHEDULE

ITEM NUMBER	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
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FOURTH OPTION YEAR – 01 MAY 2007 THROUGH 30 APRIL 2008

FIXED ITEM: *

4001	Provide all supervision, personnel, equipment, transportation, materials, and other items and services necessary to perform Service Order Work and Preventive Maintenance required for maintenance and repair of Temporary Buildings, in accordance with Section C, Performance Statement of Work	12	Month	\$ _____	\$ _____
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*** A MONTHLY DEDUCTION WILL BE TAKEN FOR DEMOLISHED BUILDINGS (SEE SECTION C-1)**

THE FOLLOWING LINE ITEMS ARE INDEFINITE DELIVERY/INDEFINITE QUANTITY ITEMS, TO BE UTILIZED IAW STATEMENT OF WORK PARAGRAPHS C.5.1.1.1., C.5.1.1.2, C.5.10.2, AND C.5.10.2.1. FUNDS FOR LINE ITEMS 4002 AND 4003 WILL BE CITED ON INDIVIDUAL TASK ORDERS AND PAYMENT WILL BE MADE ONLY FOR ACTUAL QUANTITIES ORDERED BY THE CONTRACTING OFFICER:

4002	Miscellaneous Hours	NTE 245	Hour	\$ _____	NTE \$ _____
4003	Miscellaneous Material and Equipment	NTE 25,000	Lump Sum	\$1.00	NTE <u>\$25,000.00</u>

TOTAL NTE ID/IQ ITEMS (4002 AND 4003 – FOURTH OPTION YEAR)	NTE \$ _____
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TOTAL FIXED AND NTE ID/IQ ITEMS (4001-4003) FOURTH OPTION YEAR	NTE \$ _____
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TOTAL FIXED + REQUIREMENTS ITEMS – BASE PERIOD	\$ _____
TOTAL FIXED + REQUIREMENTS ITEMS – FIRST OPTION PERIOD	\$ _____
TOTAL FIXED + REQUIREMENTS ITEMS – SECOND OPTION PERIOD	\$ _____
TOTAL FIXED + REQUIREMENTS ITEMS – THIRD OPTION PERIOD	\$ _____
TOTAL FIXED + REQUIREMENTS ITEMS – FOURTH OPTION PERIOD	\$ _____

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REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
SEATTLE DISTRICT, CORPS OF ENGINEERS
P.O. BOX 3755
SEATTLE, WASHINGTON 98124-3755

Contracting Division

REV Nov 19, 2002

SUBJECT: DACA67-03-R-0204, Maintenance and Repair of Temporary Buildings, Ft. Lewis, Washington

NOTICE TO LARGE BUSINESS FIRMS: (RFP)

Your attention is directed to the contract clauses entitled "Utilization of Small Business Concerns (Oct 2000) (52.219-0008) and "Small Business Subcontracting Plan" (Jan 2002) (52.219-0009II), which are included in this solicitation. If you are a large business, and your offer is **\$1,000,000** or more you are required to submit a subcontracting plan **with** your proposal. Award will not be made under this solicitation without a subcontracting plan approved by the Contracting Officer.

DEFINITIONS: "Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies and/or services required for performance of the contract or subcontract.

For your information, we consider the following goals reasonable and achievable during the performance of the contract resulting from this solicitation. However, final goals will be negotiated prior to contract award. The Subcontracting Plan will then become a material part of your contract.

- a. 80% of planned subcontracting dollars can be placed with all small business concerns.
- b. 12% of planned subcontracting dollars can be placed with those small business concerns owned and controlled by socially and economically disadvantaged individuals or Historically Black Colleges and Universities or Minority Institutions. NOTE: b. is a subset of a.
- c. 8% of planned subcontracting dollars for small women-owned businesses. NOTE: c. is a subset of a. Also, the women-owned business may meet the definition of a small disadvantaged business. If so, c. will also be a subset of a. (Count firm in all applicable areas.)
- d. 5% of planned subcontracting dollars may be placed with HUBZone small business concerns. NOTE: d. is a subset of a. Note: A HUBZone firm may also SDB, women-owned and/or veteran-owned. Count firm in all applicable areas).
- e. 3% of planned subcontracting dollars for veteran-owned small business. NOTE: e. is a subset of a. Go to <http://www.va.gov/osdbu/vetctr.htm> or <http://www.sba.gov/VETS/> for questions concerning the Veterans Business Development program.
- f. 2% of planned subcontracting dollars may be placed with service-disabled veteran-owned small business. NOTE: f. is a subset of a. and e.

The acceptability of percentaged goals will be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBzone small business concerns, small disadvantaged business concerns, and women-owned small business concerns and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports and, as time and availability of funds permit, periodic visits to subcontractors facilities to review applicable records and subcontracting program progress.

Goals included in any proposed plan submitted by you should be at least equal to the ones we are recommending. If lesser goals are proposed, you will have to explain how those goals and your plan represent your best efforts to comply with the policy outlined in the contract clauses. There are a number of equally important aspects of the plan. You should familiarize yourself with the requirements set forth in the contract clauses relating to the subcontracting plan before submitting a proposal.

Your plan will be reviewed and scored in accordance with AFARS Appendix D to ensure it clearly represents your firm's ability to carry out the terms and conditions set forth in the contract clauses. A Subcontracting Plan with a score of less than 70 may not be accepted. It is recommended that you use the enclosed example as a guide to assist you in developing your own subcontracting plan/program. The example is intended to assist you in developing your own subcontracting plan/program. Delete the instructions shown in parenthesis or your plan for subcontracting to small business will not be approved. If discussions during the evaluation of your subcontracting program raises doubts as to your intentions or ability to comply with FAR clause 52.219-9 it could result in your ineligibility for award.

Your plan must address how you will maximize subcontracting opportunities with the small business communities to be found within the project location. Demonstrated outreach efforts through conference attendance, use of ProNet, Corporate support of your Small Business Program Liaison Officer and Small Business Program must be addressed in your subcontracting plan.

Your Small Business Program Managers' attendance at DOD Regional Council Meetings for Small Business Education and Advocacy will be a contract requirement. **DOD Policy Guidance:** In accordance with the Small Business Act, it is the policy of the federal government to aid, assist, and counsel small business to ensure that a fair share of contracts are awarded to small business. Consistent with this, it is the policy of DOD to sponsor regional councils as one significant way to aid, assist, and counsel large business through education and advocacy *of its members who are charged with the responsibility of fulfilling this federal policy*. Therefore, be advised that the individual listed in paragraph 7 of the example will be required to attend these regional council meetings and that attendance must be addressed in your subcontracting plan. Contact at (425) 889-7318 for information relating to upcoming training opportunities. Your plan must be submitted with your price proposal.

Should you have any questions or need assistance in DEVELOPING YOUR SUBCONTRACTING PLAN please call the undersigned at (206) 764-6807. If you need TECHNICAL ASSISTANCE call Esther Elson at (206) 764-6588.

Enclosure

Sincerely,



Susan C. Price
Deputy for Small Business

NOTE: This is an example plan. You may use this example as a guide in developing your own small business program. Delete all the instructions (parenthesis), including this message, or your plan will be returned.

SMALL BUSINESS SUBCONTRACTING PLAN

DATE:

CONTRACTOR:

ADDRESS:

PHONE NO:

PROJECT TITLE:

SOLICITATION NO:

1. In accordance with the contract clauses at 52.219-8 and 52.219-9, (name of contractor) submits the following Subcontracting Plan for Small, Small Dis advantaged, and Women-owned Business Concerns.

2. Corresponding dollar values for percentages cited in para. 3 for the base period only:

- a. Total contract amount is \$ _____.
- b. Total dollars planned to be subcontracted (to all types of businesses): \$ _____.
- c. Total dollars planned to be subcontracted to small business concerns (including 2d, 2e, 2f, 2g, and 2h below):
\$ _____.
- d. Total dollars planned to be subcontracted to small disadvantaged business concerns: \$ _____.
- e. Total dollars planned to be subcontracted to small woman-owned business concerns: \$ _____.
- f. Total dollars planned to be subcontracted to HUBZone small business: \$ _____.
- g. Total dollars planned to be subcontracted to veteran-owned small business concerns \$ _____.
- h. Total dollars planned to be subcontracted to service-disabled veteran-owned small business concerns.
\$ _____.

3. The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) are applicable to the contract awarded under the solicitation cited above.

a. Small Business Concerns (2c divided by 2b): _____% of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns including 3c through 3e.

b. Small Disadvantaged Business Concerns (2g divided by 2b): _____% of total planned subcontracting dollars under this contract will go to subcontractors who are small disadvantaged individuals. (**NOTE: SDB firms must be certified by SBA** and meet the definition under clause 52.219-8(c)(3)).

c. Small Woman-Owned Business Concerns (2h divided by 2b): _____% of total planned subcontracting dollars under this contract will go to subcontractors who are small woman-owned businesses

d. Small HUBZone Business Concerns (2f divided by 2b): _____% of total planned subcontracting dollars under this contract will go to subcontractors who are HUBZone small business contractors. (SEE the definition in contract clause 52.219-8(c) or use the internet: <http://www.sba.gov/hubzone/> for further information.)

e. Veteran-owned small business concerns (2d divided by 2b): _____% of total planned subcontracting dollars under this contract will go to subcontractors who are veteran-owned small business.

f. Service-disabled veteran-owned small business concerns (2e divided by 2b): _____% of total planned subcontracting dollars under this contract will go to subcontractors who are service-disabled veteran-owned small business.

4. The principal items or areas we will subcontract under this contract are:

a. Of the items or areas stated in 4; the following are planned to be subcontracted to Small Businesses (LIST THE NAME AND RESPONSIBILITY OF FIRM):

b. Of the items or areas stated in 4.a; the following are planned to be subcontracted to Small Disadvantaged Businesses (LIST THE NAME AND RESPONSIBILITY OF FIRM):

c. Of the items or areas stated in 4.a; the following are planned to be subcontracted to Small Women-Owned Businesses (LIST THE NAME AND RESPONSIBILITY OF FIRM):

d. Of the items or areas stated in 4.a; the following are planned to be subcontracted to HUBZone small business concerns (LIST THE NAME AND RESPONSIBILITY OF FIRM):

e. Of the items or areas stated in 4.a; the following are planned to be subcontracted to Veteran-owned Small Business concerns (LIST THE NAME AND RESPONSIBILITY OF FIRM):

f. Of the items or areas stated in 4.a; the following are planned to be subcontracted to Service-disabled veteran-owned small business concerns (LIST THE NAME AND RESPONSIBILITY OF FIRM):

****NOTE: SEE LAST PAGE IF THIS SOLICITATION HAS OPTION YEARS OR PERIODS (DELETE THIS STATEMENT FROM YOUR PLAN)****

5. Provide a description of the method your firm used to develop the subcontracting goals in paragraph 3:

6. Indirect costs were () were not () used in establishing subcontracting goals. **If indirect costs are included in your goals, furnish a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns (ii) small disadvantaged business concerns (iii) women-owned small business concerns (iv) HUBZone small business concerns (v) Veteran-owned small business concerns and (vi) Service-disabled veteran-owned concerns **

7. The following individual will administer (name of contractor) Subcontracting Program:

(NOTE TO OFFERORS: The individual named here will be expected to perform and manage your plan and contract clause 52.219-9). Site Construction project managers may not be acceptable as your small business advocate that manages your Corporate Small Business Program).

Name: _____ Job Title: _____
Address and Telephone Number: _____

This individual's specific duties with regard to the conduct of our firm's Subcontracting Plan will include, but will not be limited to, the following:

a. Developing and maintaining bidders lists of small business, HUBZone small business, small disadvantaged business and women-owned small business concerns using sources such as the Small Business Administration's ProNet (<http://pro-net.sba.gov/>) Washington State Office of Minority and Women-owned Business Enterprises (<http://www.wsdot.wa.gov/omwbe/>) Minority Business Development Agency, US Department of Commerce, Local Minority Business Development Centers, Economic Development Centers, and National Center for American Indian Enterprise Development.

b. Assuring the inclusion of small business concerns, small disadvantaged business concerns, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns and service-disabled veteran-owned small business concerns in all solicitations for products or services which they are capable of providing; and ensuring that all solicitations are structured to permit the maximum possible participation by small business concerns, small disadvantaged business concerns, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns and service-disabled veteran-owned small business concerns.

c. Establishing and maintaining records of all solicitations and subcontract awards to ensure that the members of the firm who review bidders proposals documents their reasons for selecting or not selecting a bid submitted by a small business concerns, small disadvantaged business concerns, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns and service-disabled veteran-owned small business concerns.

d. Preparing and submitting the Subcontracting Report for Individual Contracts (SF 294) and the Summary Subcontract Report (SF 295) in accordance with instructions provided, and coordinating and preparing for all compliance reviews by Federal agencies.

e. Attendance at DOD sponsored training programs in order to develop guidance and training to firm personnel on the policy of the federal government to aid, assist, and counsel small business under this and other government contracts.

f. Conducting or arranging for all other activities necessary to further the intent and attainment of the goals in the Plan to include motivational training of the firm's purchasing personnel, attendance at workshops, seminars and trade fairs conducted by or on behalf of small business concerns, small disadvantaged business concerns, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns and service-disabled veteran-owned small business concerns.

8. The following steps will be taken to ensure that small business concerns, small disadvantaged business concerns, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns and service-disabled veteran-owned small business concerns receive notice of and have an equitable opportunity to compete for intended awards of subcontracts and/or purchase orders for the products and/or services describe in paragraph 4 above:

a. Sources will be requested through SBA's ProNet system, business development organizations, minority and small business trade associations and at small, minority, veteran small business and women-owned small business procurement conferences; sources will be contacted; and bidding materials will be provided to all responding parties expressing an interest.

b. Internally, motivational training will be conducted to guide and encourage purchasing personnel; source lists and guides to small business concerns, small disadvantaged business concerns, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns and service-disabled veteran-owned small business concerns will be maintained and utilized by purchasing personnel while soliciting subcontracts and purchase orders; activities will be monitored to ensure sufficient time is allowed for interested bidders to prepare their proposals and to evaluate continuing compliance with the Subcontracting Plan.

9. [Name of contractor] agrees that the clause entitled "Utilization of Small Business Concerns" (Oct 2000) will be included in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, who receive subcontracts in excess of \$500,000 (\$1,000,000 in the case of construction) will be required to adopt a subcontracting plan that complies with the requirements of this clause. Such plans will be reviewed to assure that all minimum requirements of an acceptable subcontracting plan have been satisfied.

10. (Name of contractor) agrees to submit such periodic reports and cooperate in any studies or surveys as may be required by the Contracting agency or Small Business Administration in order to determine the extent of compliance by the offeror with the subcontracting plan and with the clause entitled "Utilization of Small Business Concerns" contained in the contract.

11. (Name of Contractor) agrees to maintain at least the following types of records to document compliance with the Subcontracting Plan:

a. The names of all organizations, agencies, and associations contacted for small business concerns, small disadvantaged business concerns, women-owned small business concerns, HUBZone small business concerns,

veteran-owned small business concerns and service-disabled veteran-owned small business concerns along with records of attendance at conferences, seminars and trade fairs where additional sources were developed.

b. Source lists, guides, and other data identifying small business concerns, small disadvantaged business concerns, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns and service-disabled veteran-owned small business concerns.

c. Records on all subcontract solicitations resulting in an award of more than \$100,000 on a contract-by-contract basis, indicating (1) whether small business concerns were solicited, and if not, why not; (2) whether veteran-owned small business concerns were solicited, and if not, why not; (3) whether service-disabled veteran-owned small business concerns were solicited, and if not, why not; (4) whether HUBZone small business were solicited, and if not, why not; (5) whether small disadvantaged business concerns were solicited, and if not, why not; and (6) whether small women-owned business concerns were solicited, and if not, why not; and (7) reasons for the failure of solicited small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBzone small business concerns, small disadvantaged business concerns, and women-owned small business concerns to receive a subcontract award.

d. Records of all subcontract award data to include subcontractor's name and address, to be kept on a contract-by-contract basis.

e. Minutes of internal motivational and training meetings held for the guidance and encouragement of purchasing personnel, and records of all monitoring activities performed for compliance evaluation.

f. Copies of SF 294 and SF 295 showing date and place of filing and copies of all other reports or results of reviews conducted by the contracting agency or other interested agencies of the Federal government to monitor our compliance with this Subcontracting Plan.

12. (Name of Contractor) will submit a SF 295, Summary Subcontract Report, on Corps of Engineers projects only. The SF 295 shall be completed and distributed in accordance with the Corps of Engineers Supplemental Instructions. (Name of Contractor) will not report Corps of Engineers projects through any other Agency unless authorized by the Contracting Officer.

13. In closing, (Name of contractor) states that it will be the policy of (Name of contractor) to afford every practicable opportunity for small business concerns, small disadvantaged business concerns, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns and service-disabled veteran-owned small business concerns to participate in contracts awarded to (Name of contractor) by the Federal Government, to ensure that equitable opportunity is provided small business concerns, small disadvantaged business concerns, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns and service-disabled veteran-owned small business concerns to compete for award of subcontracts and purchase orders, and to diligently pursue the achievement of our goals of participation by small business concerns, small disadvantaged business concerns, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns and service-disabled veteran-owned small business concerns in the dollars available for subcontract/purchase order awards under this contract.

BY: _____

Signature and Title of CEO
Company Name

DATE: _____

NOTE: If this solicitation has options (or option periods) , the plan must contain separate goals for *each* option or option period (year). EXAMPLE:

	<u>Dollars</u>	<u>Percentage</u>
1. Optional Yr_____total:	\$_____	_____
2. Total to be subcontracted to all types of businesses:	\$_____	_____
a. Subcontracted to Small Business (including b, c, d, e, and f below):	\$_____	_____
b. Subcontracted to Small Disadvantaged Businesses:	\$_____	_____
c. Subcontracted to Women- Owned Small Businesses:	\$_____	_____
d. Subcontracted to HUBzone concerns	\$_____	_____
e. Subcontracted to Veteran-owned Small Business:	\$_____	_____
f. Subcontracted to Service-disabled Small Business	\$_____	_____
1. Optional Yr_____total:	\$_____	_____
2. Total to be subcontracted to all types of businesses:	\$_____	_____
a. Subcontracted to Small Business (including b, c, d, e, and f below):	\$_____	_____
b. Subcontracted to Small Disadvantaged Businesses:	\$_____	_____
c. Subcontracted to Women- Owned Small Businesses:	\$_____	_____
d. Subcontracted to HUBzone concerns	\$_____	_____
e. Subcontracted to Veteran-owned Small Business:	\$_____	_____
f. Subcontracted to Service-disabled Small Business	\$_____	_____

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Section C - Descriptions and Specifications

STATEMENT OF WORK

PERFORMANCE STATEMENT OF WORK
FOR
MAINTENANCE AND REPAIR OF TEMPORARY BUILDINGS
FORT LEWIS, WASHINGTON

C.1 GENERAL. The Contractor shall provide maintenance and repair of temporary buildings, Fort Lewis, Washington, as specified. Temporary (WWII) buildings are wooden structures on concrete piers or foundation built circa 1940's. The Contractor shall perform all planning, administration, and management necessary to provide all maintenance and repair services. The Contractor shall perform all related contract administration services necessary to perform the work, such as supplies, quality control, service order reception, financial control, maintenance of accurate and complete records and files. All works should be in compliance with all Federal, State and local regulations, codes, laws, technical manuals, and manufacturers' instructions and recommendations. The Contractor shall submit the data and reports required by Section C, which are described throughout the text and summarized in Technical Exhibit 4, Data Requirements (Deliverables). All submittal requirements in this solicitation are stated in calendar days, unless otherwise stated.

C.1.1 Background Information.

C.1.1.1 Fort Lewis has approximately 954 temporary buildings of which 445 are covered under this contract.

C.1.1.2 See Exhibit 22 for the buildings under the fixed contract line item.

C.1.1.3 NOT USED

C.1.1.4 There are approximately 251 temporary buildings utilized by ROTC during spring and summer each year. These buildings will be used during other parts of the year for different functions.

C.1.1.5 ROTC and other special training exercises process approximately 26,000 troops a year; There are an estimated 3,000 - 4,000 cadets plus Cadre personnel that participate in ROTC each year at Fort Lewis. The camp starts in May and ends in the September. See Exhibit 22

C.1.1.5.1 Contractors have provided support for both Preventative Maintenance (P.M.) and Service Order Work, most of which shall now be done under this Contract.

C.1.1.5.2 The buildings that are normally used for these camps and exercises are located in North Fort Lewis.

C.1.1.6 There are approximately 83 temporary buildings utilized by Washington Special Olympics (WSO) at the end of May each year. Washington Special Olympics is approximately one week. The number of participants is approximately 3200. These buildings will be utilized during other parts of the year by different functions.

C.1.1.6.1 The WSO buildings are used by participants and guests for the Washington Special Olympics. The buildings are occupied the last week and weekend in May, but must have preventive maintenance performed and be in service by 15 May to include installation of approximately 20 moveable interior ramps used mainly in the latrine areas. After the Special Olympics are over, the moveable ramps shall be removed and stored by the Contractor and reinstalled for the next Special Olympics. The existing Contractor shall turn over the ramps to the new contractor for storage and installation.

C.1.1.6.2 Contractors have provided support for both preventive maintenance (PM) and service order work, for the last 5 years.

C.1.1.6.3 Pest Control: A one-time spraying of dining facilities each start up or opening of facility for each exercise.

C.1.1.6.4 There are approximately 18 active dining room/ration breakdown buildings under this Contract.

C.1.1.6.5 As funding becomes available temporary buildings will be demolished. It is anticipated that only a small percentage of buildings will be demolished during the total contract period. The contractor shall deduct direct costs per square footage of demolished buildings that are in this Contract .See exhibit 37 for Square Footage example and the current Square footage. Used or reconditioned parts may be utilized.

C.1.1.7 Public Works has a limited number of WWII wood buildings, not under this contract that they provide maintenance for.

C.1.1.8 Eventually, all temporary buildings at Fort Lewis will be demolished. Standards and Quality of work are shown in Exhibit 12.

C.1.1.8.1 The Contractor is responsible to do the most economical repairs as necessary for life safety and health for occupied buildings. .

C.1.1.8.2 Porches and other items, such as fixtures, utilities, garbage racks, mop closets, and fencing, are included in this Contract.

C.1.1.9 Nuisance calls are estimated at 10% -15% of all service work orders.

C.1.1.10 Estimated base and option year service order totals are shown in Exhibit 25 and actual historical yearly service order totals are shown as an attachment for information only.

C.1.1.11 Asbestos material and insulation may be found in buildings. Location of the material and insulation includes behind walls, on piping and ducts, in attic and crawl spaces, on siding, window putty, roofing, and in tile and sheet flooring.

C.1.1.12 Lead-containing paint may be found in most of the buildings and on the interior trim and exterior paint.

C.1.1.13 Types of heating systems and kitchen equipment are shown in the exhibits.

C.1.1.14 Electric heaters are considered part of the electrical, not the heating system.

C.1.2 NOT USED.

C.1.3 Personnel. The Contractor shall provide necessary personnel to accomplish all contract work within specified time frames. This provision shall apply notwithstanding past historical records, estimates of personnel need, or any minimum levels established elsewhere herein. All personnel shall be citizens of the United States. The Contractor shall submit an organizational structure and personnel requirements needed to perform this contract as specified in this contract. No work under this contract shall commence until an approved organizational plan, incorporating all Government comments, has been accepted by the Contracting Officer (CO). All contractor personnel shall be skilled in the work they will perform. The Contractor shall submit to the Contracting Officer's Representative (COR) evidence of certification/licensing required by this contract prior to commencing work. The Contractor shall provide the personnel and personnel requirements listed in the following paragraphs as a minimum.

C.1.3.1 A Contract Manager, and an alternate with the authority to act for the Contractor, shall be present at a location to be designated by the Contractor on Fort Lewis during normal duty hours. At other times, the Contract Manager, or alternate, shall be available by telephone within 30 minutes. The Contractor shall provide toll-free telephone numbers to the Government. The Contract Manager shall have five (5) years of experience in this type of work and a basic understanding of maintenance and repair work. An on-call manager or quality control person shall be available for emergency work problems after normal work hours. The name(s) and telephone numbers(s) of the

Contract Manager and alternate(s) shall be provided in writing to the Contracting Officer. Prior to the change or substitution of personnel, the Contractor shall notify the Contracting Officer in writing. The Contract Manager and alternate(s) shall have the authority to make decisions and financial commitments on behalf of the Contractor in all matters.

C.1.3.1.1 Upon request by the CO or COR, the Contract Manager shall be present at the job site within 30 minutes. The Contract Manager may have 20 work days per year of allowed absence. The Contract Manager, alternate(s), and lead personnel shall be able to understand, read, write and speak the English language fluently.

C.1.3.2 A lead Quality Control person and additional quality control (QC) personnel as necessary.

C.1.3.3 Mechanical work;

C.1.3.3.1 A Washington State currently certified (licensed) commercial plumber shall assure all plumbing, waste and vent work is done in conformance with plumbing codes. The commercial licensed plumber will sign off on all work pertaining to the Mechanical systems or associated work performed by others the involves the UPC.

C.1.3.3.2 A Washington State currently certified Class III Boiler Operator License to meet ASTM and State requirements for boilers. There are 27 boilers, see Exhibit36 under this contract.

C.1.3.4 A Washington State currently certified (licensed) commercial electrician shall assure all electrical work is done in conformance with the latest edition of the NFPA 70 National Electrical Code (NEC). The Contractor shall provide documentation of all certifications to the CO before performing this work. The commercial licensed electrician will sign off on all work pertaining to the electrical systems or associated work performed by others that involves the National Electrical Code.

C.1.3.5 Washington State currently certified asbestos workers and supervisors shall be used for all asbestos work.

C.1.3.6 Washington State currently certified lead paint removal workers shall be used for any work involving actual lead paint removal or abatement.

C.1.3.7 Journeymen carpenters for all carpentry/general work.

C.1.3.8 Journeymen commercial kitchen equipment repairmen with at least five (5) years experience for all kitchen equipment repair and replacement.

C.1.3.9 Journeyman heat maintenance repairmen for heat maintenance work.

C.1.3.10 Washington State certified (licensed) herbicide and pesticide applicators who shall verify work is done in conformance with state codes. Journeyman shall be certified and qualified as applicable for the work to be performed

C.1.3.11 A certified and bonded locksmith or subcontractor, approved by Fort Lewis PW.

C.1.3.12 Sufficient qualified personnel to perform all contract requirements within specified time frames and quality requirements.

C.1.3.13 Certification (licenses) and journeymen shall be certified and qualified for the work to be performed. Licenses and certifications shall be submitted to the Contracting Officer and to ECMD within ten calendar days after award of the contract and as new employees are hired or added.

C.1.3.14 Personnel List. The Contractor shall furnish to the CO/COR within 10 working days after award a written list containing the complete name and duties of key personnel performing work under this contract. In the event of a change of employee or change of duty, the Contractor shall advise the CO/COR of the change and shall furnish

telephonically the name of the employee prior to the employee's starting performance under the contract. Telephonic notification shall be within two (2) working days and shall be followed by written notification to the Contracting Officer within 10 calendar days after the new employee's start of performance under the contract.

C.1.3.15 Journeyman maintenance repairmen for refrigeration maintenance work.

C.1.3.16 Employee Performance. All persons performing under this contract shall remain employees of the Contractor and not of the Government. The Contractor shall ensure that all personnel present a reasonably clean, neat appearance at all times, and that their conduct shall not reflect discredit upon the military installation. The Contracting Officer may require the Contractor to remove and may bar from the job site any employee found to be under the influence of alcohol, drugs, or any incapacitating agent, has a recent criminal history of violent crime or larceny, or who is determined to be a security risk. The removal or barring from the job site of such person shall not relieve the Contractor of the requirement to provide sufficient personnel to meet requirements of the contract within required time frames.

C.1.4 Security of Classified Items and Information - None.

C.1.6 Quality Control.

C.1.6.1 The Contractor shall provide a quality control system.

C.1.6.1.1 A minimum of one lead quality control person (representative) is required. The Contractor shall provide sufficient quality control personnel to maintain the specified quality of work during peak periods of increased workload by adding additional Q.C. people if required.

C.1.6.1.2. The Contractor shall submit a quality control plan for approval within 10 calendar days after contract award. As a minimum the plan shall include:

C.1.6.1.2.1 The names (if known) and qualifications of the contractor's quality control representatives.

C.1.6.1.2.2 The methods of quality control surveillance (e.g., 100%, random, or other type of inspection) for service order work to include task service orders, requirements items, PM, and option year work.

C.1.6.1.2.3 The Contractor actions that shall be taken if quality control problems are found.

C.1.6.1.3 A quality control meeting will be held at Building 2012, Fort Lewis PW, before the contract performance begins, or as directed by the Contracting Officer.

C.1.6.1.3.1 The Contract Manager and alternate(s), as well as the quality control representatives, shall be present.

C.1.6.1.3.2 Contract requirements, safety, the quality control plan and other items will be discussed.

C.1.6.1.4 The Contracting Officer may require additional quality control meetings from time to time at no additional cost.

C.1.6.1.5 The Contractor shall electronically (by e-mail) deliver one completed copy of HFL Form 1235, Daily Contract Inspection Report, and their in-house QC report by 0815 hours the workday after the report date. The report date is the date the work is performed. Contractor's In-house QC report shall reflect building number (location), date, time, type of inspection, including contractor's checklist. All data shall be in electronic form.

C.1.6.2 Performance Evaluation Meetings:

C.1.6.2.1 The Contract Manager shall meet with the COR and the PW Engineering Contract Management Division (ECMD) at Public Works. When necessary, the Contractor's quality control representative(s) shall attend the meetings. Other Government personnel may attend the meetings.

C.1.6.2.2 The meetings shall be used to discuss contract performance. A meeting will be held biweekly for the first month of contract performance. Subsequent meetings after the first month will be held on a day between the 15th and the 19th of each month following the month work was performed. The Contracting Officer or representative will direct additional meetings as required (e.g., when a CDR is issued, quality control problems exist or when complaints or problems have arisen). All meetings shall be at no additional cost to the Government.

C.1.6.2.3 The Contractor shall be required to attend ROTC and WSO advanced planning meetings as requested by ECMD.

C.1.6.3 Quality Assurance. The Government intends to monitor the contractor's performance using quality assurance procedures established for the contract (see Exhibit 3 and Government Quality Assurance Surveillance Plan). The Government reserves the right to utilize other methods as necessary to assure contractor compliance with all terms and conditions of the contract. The Contractor is cautioned that additional costs to re-inspect work caused by unsatisfactory work or nonperformance by the Contractor may be charged to the Contractor in accordance with the clauses entitled "Inspection of Services-Fixed price" (FAR 52.246-4) and "Inspection - Time and Material and Labor Hour" (FAR 52.246-6).

C.1.6.3.1 Contractor Reminder (CR). The COR may give the Contractor a contract reminder (see Exhibit 18) that will notify the Contractor of any work not in conformance with the contract. The Contract Manager or Quality Control person shall sign the original and return it to the Contract Inspector or the COR at the time of receipt. The Contractor shall correct the contract deficiency in a timely manner (usually two working days). Contractor explanation or other information is required even if the Contractor corrects the deficiency. If the Contractor does not correct the deficiency, or the Contractor continues to make the same deficiency, a contract discrepancy report (CDR) may be given to the contractor.

C.1.6.3.2 The Contractor may be issued an HFL Form 1236, Nonconformance Inspection Report, Exhibit 29, or any other deficiency list identifying nonconformance items. The Contractor shall complete the report or list and return it to COR within two working days after issuance.

C.1.6.4 Contract Discrepancy Report (CDR) - (See Exhibit 16).

C.1.6.4.1 When contract performance is unsatisfactory or when performance progress is reported to be unsatisfactory, the Contractor will be given a CDR. The Contractor shall complete the CDR and return it to the Contracting Officer/COR within two (2) working days after receipt with the following information as a minimum:

C.1.6.4.1.1 Explanation of why performance was unsatisfactory.

C.1.6.4.1.2 How performance shall be returned to satisfactory levels.

C.1.6.4.1.3 How recurrence of unsatisfactory performance shall be prevented in the future.

C.1.6.4.1.4 Signature of the contract manager and the date.

C.1.6.5 Customer Complaint Record (See Exhibit 21).

C.1.6.5.1 The Contractor may be given a copy of a customer complaint record (Exhibit 21) from the COR.

C.1.6.5.2 The Contractor shall sign for the customer complaint record, annotate the date and time of complaint receipt and action to be taken. The Contractor shall provide a written statement to COR within two working days after

receipt of the record. The statement shall include a description of corrective action taken or an explanation why action was not taken. The statement shall be signed and dated by the Contract Manager.

C.1.6.5.3 Complaints may be received from other than building occupants.

C.1.7 Operating Hours.

C.1.7.1 Normal contractor work hours shall be 0730 to 1600 hours, Monday through Friday, except Federal holidays and completion of Priority 1 work. ROTC and WSO work shall include weekend and other-than-normal working hours work.

C.1.7.2 Emergency work can be ordered at any time. The Contractor shall provide on-call personnel for other than normal work hours.

C.1.7.3 Normal Government duty hours are from 0730 to 1600 hours, Monday through Friday excluding Federal Holidays. ECMD inspectors may work other than normal Government duty hours.

C.1.7.3.1 If an ECMD inspector works weekend overtime hours due to the contractor's convenience (such as inspecting surface preparation or sub-flooring or doing work to avoid deductions), the cost of such overtime work will be deducted from monthly payments. Management operating overtime rate is currently \$37.00 for each hour at the job site. A minimum of one hour will be deducted for any ECMD (**engineering contract management division**) inspection overtime.

C.1.8 Management Plan.

C.1.8.1 The Contractor shall submit an organizational breakdown to the Contracting Officer/COR for review as stated in paragraph C.1.8.2. The plan shall show the number and type of personnel. For example, 1 Contract Manager, 1 Quality Control Representative, 2 File Clerks, 3 General Maintenance Mechanics, 1 Electrician, 1 Carpenter, 1 Plumber, 2 Heat Mechanics, 2 Kitchen Equipment Mechanics, 1 Asbestos/Lead Worker, and 1 Pesticide Applicator.

C.1.8.2 The Contractor shall submit, to the Contracting Officer/COR for approval, within 10 calendar days after contract award, an original and four copies of the final organizational breakdown.

C.1.8.2.1 The breakdown shall include the following, as a minimum, in addition to the information provided in the initial breakdown.

C.1.8.2.1.1 An organizational chart.

C.1.8.2.1.2 Contract manager's name, qualifications, authority, telephone numbers to cover a 24-hour period, beeper, cell phone and radio dispatch numbers.

C.1.8.2.1.3 Alternate contract manager's name, qualifications and authority, and telephone numbers to cover a 24-hour period, beeper and radio dispatch numbers.

C.1.8.2.1.4 Quality control persons' names, qualifications, authority and telephone and beeper numbers.

C.1.8.2.1.5 The contractor's local office telephone number(s) for information during and after normal work hours.

C.1.8.2.1.6 Roster of, or point of contact for, on-call personnel to contact for after normal work hours.

C.1.8.2.1.7 Number of administrative personnel other than the contract manager, his alternate, and quality control personnel.

C.1.8.2.1.8 Number of maintenance personnel by function such as the number of service mechanics, number of electricians and any additional categories required by the contract. Include personnel for the awarded option years. Current certification for certified workers shall be provided. The Contractor shall provide proof of compliance for journeyman workers such as kitchen equipment mechanics and other trades.

C.1.8.2.2 Approval of the final breakdown will occur upon receipt by the Government of complete information after award.

C.1.8.2.3 The Contractor shall submit, to the Contracting Officer/COR, changes to the organizational breakdown at least two (2) working days prior to implementation.

C.1.9 Access to Facilities.

C.1.9.1 Fort Lewis is a closed post and entry is monitored by guarded gates.

C.1.9.1.1 Offerors are considered visitors and shall obtain a visitor's pass at the Main Gate prior to entry into Fort Lewis.

C.1.9.1.2 After award, the Contractor shall contact the Vehicle Registration section of the Law Enforcement Command, Building 2140 for vehicle passes and stickers.

C.1.9.1.2.1 The Contractor shall provide a letter of employment for each employee verifying employment (POV registration on Fort Lewis will require letter of employment).

C.1.9.1.2.2 The Contractor shall be responsible for clearing all company and POVS (Privately owned vehicles) when employees are no longer employed during and at contract completion prior to final payment. This includes removing stickers and turning into Fort Lewis Vehicle Registration office. The COR will be notified when new employees are hired, or when employees are no longer with the company and that the stickers and Employees Identifications are turned in.

C.1.9.1.2.3 Any extensions of the contract shall be coordinated through Vehicle Registration.

C.1.9.2 SECURITY REQUIREMENTS.

C1.9.2.1 Comply with Fort Lewis, Washington security regulations: FL Regulation 210-1, Fort Lewis Post Regulations, chapter 7, section XVII; FL Regulation 210-9, Access to and Conduct Upon Fort Lewis Military Reservation; and FL Reg. 380-2, I Corps Security Badge/Pass Procedures. These regulations are available for review in the Fort Lewis Contracting Office, Building 2015. Contractor employees will be required to obtain and display identification badges. Anticipate delays in getting commercial vehicles on post and allow time for commercial vehicles to reach their destination by driving designated routes at posted speed limits through Fort Lewis. Procedures for commercial vehicle access to Fort Lewis are subject to change without prior notice. Specific requirements for identification badges are in clause 52.111-4017, Government-furnished Identification Badges. Point of contact for these requirements is Mary King in building 2015.

C.1.9.2.2 COMMERCIAL VEHICLE ACCESS TO FORT LEWIS.

C.1.9.2.2.1 Procedures for commercial vehicle access to Fort Lewis are subject to change without prior notice. Current access information may be obtained by calling (253) 967-1733. As of January 15, 2002, the following requirements apply. Commercial vehicle access to Fort Lewis will be allowed only at the Logistics Center Gate (Exit 123 from I-5) Monday through Friday. This gate will be open for inbound commercial vehicle access and inspection between 0530 hours and 2000 hours. The Logistics Center Gate is closed on weekends (Saturdays and Sundays). On Saturdays and Sundays, commercial vehicles must use the DuPont Gate (Exit 119 from I-5). DuPont Gate hours are 0530 hours until 2000 hours. The Contractor should anticipate delays in getting commercial

vehicles on post. The Contractor must also allow additional time for commercial vehicles to reach their destination by driving through Fort Lewis.

C.1.9.2.2.2 Large vehicles (needing greater than 12'-5" clearance) will require a time stamped "searched" label to gain access to North Fort Lewis. "Searched" labels will be issued at the Logistics Center Gate. Drivers needing access to North Fort Lewis must inform the gate guard that their vehicle is over 12'-5" in height and that they will require access to North Fort Lewis. The driver will receive a briefing on proper procedures and a "searched" label. The Contractor shall ensure that its drivers, including drivers of subcontractors at any tier, comply with the procedures as explained to them for access to North Fort Lewis.

C.1.9.2.2.3 Commercial vehicles less than 12'-5" in height shall access North Fort Lewis ONLY via the Pendleton Avenue Under-crossing once they are cleared through the Logistics Center Gate.

C.1.9.3. PERFORMANCE OF SERVICE DURING CRISIS OR HEIGHTENED SECURITY.

In the event of crisis or heightened security caused by a national emergency, natural disaster, or other causes, continue performance as necessary in support of the Fort Lewis mission. The contract price and delivery schedule may be adjusted to reflect any increase or change of work that may be directed.

C.1.9.4. In Government buildings owned by reimbursable customers such as DPTM (RSCB) and UPH, which have some maintenance support, the authorized customer, not the building occupant, shall order all service order work. Exceptions are life threatening or property-damaging calls.

C.1.9.5. A business card shall be offered to the building occupant where work is to be performed with employee's name and date. The card shall be printed with the contractor's name, local telephone and the words "Temporary Building Maintenance". Two samples of the business card shall be submitted to the Contracting Officer/COR for approval within 10 calendar days after award.

C.1.9.6. The Contractor shall place a large call card (minimum of 8½" x 11") in the window or other visible location for all buildings awarded under the contract. The card shall be submitted to the Contracting Officer/COR for approval within 10 calendar days of contract award and be installed in all buildings within the first month of the contract.

C.1.9.7. Access to buildings will not be granted unless the Contractor has received a telephonic or written order for work in that building. The Contractor shall not enter buildings unless there is work to be performed in those buildings.

C.1.9.8. Access to unoccupied buildings shall be coordinated with the user or building owner.

C.1.9.8.1 The Contractor is responsible for picking up and signing for keys to unoccupied buildings PW Planning Division. Return keys immediately after completion of work.

C.1.9.8.2 Call ECMD if there are any access problems to unoccupied buildings. There shall be no additional cost to the Government for access problems. If the work was not performed on time, and the Contractor was not at fault, an adjustment in time may be allowed for completion of the work.

C.1.9.3. Access to Occupied Buildings.

C.1.9.3.1 Unless the Contractor has received a service order or must perform preventive maintenance, he shall not contact any occupants.

C.1.9.3.1.1 For other than emergency work, the Contractor shall make a telephone appointment or visit the buildings to set up an appointment for work. Leave a return call tag (Exhibit 19) on front door if an appointment cannot be made.

C.1.9.3.1.2 For emergency work the Contractor shall make contact or travel to the buildings within the response time as set forth in Exhibit 6.

C.1.9.3.1.4 The occupant shall be allowed one missed appointment and one rescheduled appointment. If the occupant misses the rescheduled appointment, the Contractor shall return the service order with the words "TWO MISSED APPOINTMENTS" printed on the order to PW ECMD. The dates and times of missed appointments shall be annotated on the service order.

C.1.9.3.1.4.1 Record no access orders monthly, see Exhibit 7.

C.1.9.3.1.4.2 Record all return-call tag placements and telephone attempts daily in the remarks section of each service order and the updated service order and appointment log.

C.1.9.3.1.5 The Contractor shall provide an In- and Out- Briefing to occupants.

C.1.9.3.1.5.1 The In-Briefing shall include the Contractor's name and local telephone number, issuance of a business card, and a statement of work that was ordered and by whom.

C.1.9.3.1.5.2 The Out-Briefing shall include the status of the work, if any parts were back-ordered, setting a follow-up appointment, if necessary, any other work needed but not in the contract, warranty period for work completed, requesting the occupant sign the service order, and the occupant may annotate any remarks in the space provided for occupant remarks.

C.1.9.3.1.5.3 The Contractor shall be courteous to all occupants and provide the telephone numbers of the PW Work Order Desk and the PW Contract Management Branch when requested, or if any problems arise.

C.1.9.3.2 Approximately 15-20% of all ordered work will have incorrect names, phone numbers, building numbers, missed appointments, duplicates or other problems.

C.1.9.3.3 Service orders shall be counted only if access is gained and work is completed.

C.1.9.3.4 The Contractor may complete exterior work without occupants being present. After telephone attempts at appointments have been made; the Contractor shall travel to work site and attempt to contact the occupant. If the occupant is not present, perform the required exterior work.

C.1.9.3.5 For task service orders, when occupants call in response to tags, the Contractor shall make an appointment. If completion times cannot be met because the Contractor cannot gain access to the building, the Contractor shall request a time extension through the COR. The extension approval shall be annotated on the service order. If the Contractor does not receive a response from the COR within two (2) working days of the request, the extension is granted.

C.1.10 Safety.

C.1.10.1 The Contractor shall maintain an accurate record of each accident that occurs pursuant or incidental to work performed under this contract. He shall report to the COR within one working day of each occurrence, and on the form(s) prescribed by the CO, all accidents resulting in death, traumatic injury, occupational disease, lost time injuries over one working day, or damage to Government owned property, materials, supplies or equipment over \$50.00.

C.1.10.2 Emergency Medical Service. (The use of the word "emergency" in this paragraph is exempt from any definition applicable elsewhere within the contract.) Medical services for contractor personnel are the responsibility of the Contractor. The Government may provide, on an emergency basis only, medical services for job-related injuries while an employee is performing under this contract. Such emergency medical care will be limited to those services necessary to prevent undue suffering or loss of life and will be provided only during the period of the emergency. In such circumstances, action shall be taken by the Contractor to transfer employees to a civilian health care provider as soon as medically feasible. The Contractor shall reimburse the Government for emergency medical services provided upon receipt of an invoice(s) from the medical facility or other Government agency. Medical facilities are located at Madigan Army Medical Center, emergency telephone 911. The CO may deduct the cost of emergency medical service from moneys due the Contractor.

C.1.10.3 Asbestos. The Contractor shall comply with all local, State and Federal regulations regarding asbestos, including Puget Sound Air Pollution Control Agency requirements. The Contractor shall submit an Asbestos Plan for approval within 10 calendar days after contract award.

C.1.10.3.1 The Contractor shall remove existing asbestos and encapsulate remaining asbestos for repairs (e.g., a broken pipe in a wall may require up to three linear feet of asbestos removal). See historical data provided for information with the solicitation for buildings that have completed asbestos surveys.

C.1.10.3.2 If asbestos is encountered in poor condition (e.g., broken insulation), the Contractor shall remove or encapsulate the asbestos.

C.1.10.3.3 Minor asbestos removal associated with service order work may be performed under Fort Lewis' Annual Asbestos Removal Permit (Annual Permit), unless the limits of the permit are exceeded. Before work is performed, an application (Exhibit 46, Part A) shall be obtained from the PW Environmental and Natural Resources Division (ENRD). Approval time for this application will be a maximum of two (2) working days. This permit will be good for a maximum of 259 linear feet or 159 square feet per building per year. Any outstanding forms not closed out will be considered as a part of this limit. Permits will be displayed conspicuously at the job site prior to and during removal operations. Upon completion of asbestos removal under Fort Lewis Annual Asbestos Removal Permit, an asbestos-removal form (Exhibit 46 Part B) shall be completed and turned in to ENRD. Work not covered by the Fort Lewis Annual Asbestos Permit. Ninety-five percent (95%) of the total floor work will be covered by the Fort Lewis Annual Asbestos Permit. The other five percent (5%) shall require a separate PSAPCA permit. See Exhibit number 46, Part A; Application for Asbestos Removal, for removing asbestos under Fort Lewis Annual Permit and Part B; Notification of Asbestos Removal Completed, for completion of asbestos removal under the annual permit. See Exhibit 4 for paperwork distribution. Any fines under the annual permit or a PSAPCA permit incurred by the Contractor due to its negligence shall be paid by the Contractor. If the Contractor is given multiple task-item service orders with asbestos removal in each, all asbestos work in a building must be accomplished under one removal permit, unless a portion is to be performed under the Fort Lewis Annual Asbestos Removal Permit. Immediately upon receipt of a task-item service order involving asbestos removal, the Contractor shall inspect the buildings and determine if additional asbestos-containing material is present. If so, this shall be included in the removal permit.

C.1.10.3.3.1 When ordered under time and materials, the Contractor shall collect a sample of asbestos-containing material, and have it analyzed by an independent OSHA-certified testing laboratory for asbestos content, as specified in Technical Exhibit 12.

C.1.10.3.3.2 See Exhibit 48 for method of figuring square feet of window putty removal for purposes of permit fees.

C.1.10.3.3 The Contractor is responsible for all fees, such as notification of intent, at no additional cost to the Government.

C.1.10.3.4 The Contractor shall coordinate with ECMD before any asbestos removal during normal work hours and annotate the Daily Report when asbestos work is performed.

C.1.10.3.5 Asbestos shall be disposed of off Fort Lewis as described in paragraph C.1.10.6.

C.1.10.3.6 Any asbestos work shall ONLY be performed by certified Washington State asbestos workers. All certifications must be current.

C.1.10.3.7 Insulation, clothing, and other tangible items containing asbestos, which are still in use, shall be treated and handled in accordance with all Federal, State and local laws and regulations.

C.1.10.3.8 The Contractor shall record any asbestos removal on the Daily Report (HFL 1235), giving location (building and room area) and amount. A floor plan showing where asbestos has been removed shall be turned in to ENRD upon completion. Included shall be building number, permit number and project dates. Shipment records shall be supplied to ENRD within 10 days of removal.

C.1.10.4 Cloths and cotton waste that might constitute a fire hazard shall be placed in closed metal containers and removed from Government property at the end of each day. Welding permits are required and shall be obtained from

PW Fort Lewis Fire Department. If the welding permit is denied, contact ECMD for resolution. Burning is not permitted at Government installations.

C.1.10.5 Refuse shall not be deposited in existing garbage cans or refuse dumpsters. Paint, varnish, oil, turpentine, thinner, fuel waste and sludge, etc., shall not be poured, drained, or washed into plumbing fixtures, sanitary or storm sewers, ditches, streams, or any other waterway; sprayed into the atmosphere as an aerosol or fine mist; or spread on the ground, paved areas, wooded areas, lawns or other areas at the post. Open area burning or use of fuel waste products as a fuel in heating systems will not be permitted.

C.1.10.6 Refuse Disposal and Cleanup.

C.1.10.6.1 Except as expressly noted below, cost of disposal of refuse generated in the course of performance of this contract, to include handling, dumping fees and similar costs, shall be the responsibility of the Contractor.

C.1.10.6.2 All trash, refuse, garbage, and other items shall be removed off post. **The Fort Lewis landfill shall not be used.**

C.1.10.7 Environmental Program. The Contractor shall comply with the Government Environmental Program and ISO 14001, the Public Works Environmental Management System as follows: – Environmental Protection of Government Facilities, Land and Water

The Contractor shall use reasonable care to avoid releasing hazardous material or hazardous waste, which may cause environmental damage government structures, public land, or water. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price. See Exhibit 50 Environmental Documentation Review Sheet

C.1.10.7.1 Regulations and Laws. The Contractor shall comply with all Federal, State, and local laws, regulations, and standards regarding environmental pollution. All environmental protection matters shall be coordinated through the COR, with the PW Environmental Office and Natural Resources Division (ENRD).

C.1.10.7.2 Citations. Citations for noncompliance with environmental standards are a matter for resolution between the Contractor, CO, and the issuing office of EPA or State regulatory authorities. If citations issued by Federal, State, or local officials are due to faulty contractor operations or maintenance practices, the fine shall be paid by the Contractor.

C.1.10.7.3 Hazardous Waste Procedure. Storage of Hazardous Waste/Material (HW/HM): HW/HM shall be properly stored and labeled in accordance with 49 CFR and WAC 173-303. Material Safety Data Sheets shall be on site for inspection. Hazardous Waste Inventory Reports (Exhibit 53) shall be filled out and turned into ENRD on a monthly basis (See Exhibit 4). When 55 gallons of waste are accumulated on site, ENRD shall be notified. Notification shall include location and type of waste, along with a date of disposal. The Contractor has three (3) working days to remove that waste from Fort Lewis.

C.1.10.7.3.1 Disposal of Hazardous Waste. Hazardous Waste shall be manifest from Fort Lewis to a Treatment, Storage or Disposal Facility (TSDF) in accordance with WAC 173-303. Copies of the original manifest shall be provided to PW Environmental Division within 60 workdays after disposal. (See Exhibit 4).

C.1.10.7.3.2 Spills of Hazardous Waste (HW)/Hazardous Material (HM). If there is a HW/HM spill these steps shall be followed:

(1) Try to stop the spill at its source, if possible. In case of a mercury spill the appliance shall be cleaned using mercury spill kit. All mercury items, including mercury thermostat vials and cleanup material shall be turned

into DRMO. Mercury spills greater than 0.5 pounds must be reported to ENRD or to the Fire Department within four hours after the spill. Contact ENRD for more information (call 967-5337 or 967-5646).

(2) Keep material from entering drainage ditches, storm drains, running streams or surface waters.

(3) Call Fort Lewis Fire Department at 911.

Contractors shall cleanup all spills in accordance with State and EPA requirements.

C.1.10.7.3.3 The Contractor shall comply with Worker Right To Know (Hazard Communication Standard) as required in 29 CFR 1910.1200 and WAC 296-62-054 through -05427. The Department of Labor and Industries administers worker right-to-know through regulations incorporated into the Hazard Communication Standard. The rules require all employers to inform and train employees about hazardous chemicals in the workplace. To be in compliance the following must be achieved:

1. An inventory of hazardous chemicals to which employees and Government personnel may be exposed must be on site.

2. Material Safety Data Sheets (MSDS) must be available for each hazardous chemical during all work shifts. Employees and Government personnel who enter the work area must be informed where the MSDS are kept and how they can access them.

3. All chemical containers must be properly labeled with the identity of the substance and appropriate hazard warnings.

4. Employees must be informed and trained. Training must be tailored to the specific hazards in the work area. Government personnel entering a site must also be informed of the potential chemical hazards.

5. A written hazard communication plan must be developed in accordance with 29 CFR 1910.1200 and WAC 296-62-054 through 05427. A copy shall be submitted to ECMD within 10 calendar days after award of contract.

C.1.10.8 Lead Paint. The Contractor shall comply with all local, State and Federal regulations regarding removal, abatement, sanding or discarding of lead based paint. This includes any certification fees or costs involved at no additional cost to the Government

C.1.10.8.1 The intent of this contract is not to do actual lead abatement. Where lead paint is known to exist normal sanding procedures will not be required; e.g., feather sanding. If the lead paint is not chipping off or peeling, it shall be cleaned where extremely dirty and "encapsulated" or painted over.

C.1.10.8.2 If paint is chipping or peeling all loose paint shall be scraped off onto a plastic drop cloth, bagged as hazardous material and turned into DRMO for disposal. The old spots shall be touched up with primer and repainted. If trim is in extremely poor condition it shall be removed, disposed of as hazardous material, new trim installed and repainted.

C.1.10.8.3 If the Contractor finds it necessary to do any sanding, paint chip removal, etc. monitoring procedures shall be set up to insure that workers are protected in accordance with Title 29 CFR 1926.62, Lead in Construction. Normally this level of work will not trigger the permissible exposure limit (PEL) as defined in the above-mentioned OSHA regulation. Once the work practice is established showing procedures are below the (PEL) constant monitoring may not be needed.

C.1.10.8.4 When any lead paint removal is done the Contractor shall annotate such on the Daily Report and indicate when lead paint work is finished. Upon completion of lead paint removal the entire area shall be wet wiped with TSP or an acceptable cleaning solution and clearance tested in accordance with HUD guidelines.

C.1.10.8.5 Lead based paint chips and scrapings may be turned into DRMO. Trim pieces with lead paint may be disposed of only after a TCLP test has been done in accordance with EPA regulations.

C.1.10.8.6 Any lead based paint work shall ONLY be done by certified Washington State lead based paint workers. All certifications must be current.

C.1.10.8.7 The Contractor shall record any lead paint removal on the Daily Report (HFL 1235), giving location (building and room area) and amount or extent.

C.1.10.8.8 When working with lead based paint the Contractor shall follow Department of the Army (DA) Policy Guidance for Fort Lewis as set forth by PW-ENRD.

C.1.10.8.9 If the type of existing paint is not known and the condition of the paint or work environment is such that a hazard could be created, if it were lead based paint, the paint shall be tested for lead content. The Contractor shall contact ECMD to request a delivery order be issued for the testing.

C.1.10.9 Cutting and welding permits shall be obtained by the Contractor from the PW Fire Department at least one working day prior to welding or flame cutting of any work.

C.1.10.10 Light Fixture Ballasts removed from fixtures must be marked with a "No PCB's" label on each ballast prior to being disposed of. Any ballast not marked "No PCB's" shall be turned in to the Property Disposal Office (PDO) in the Logistics Center of Fort Lewis. The Contractor is responsible for all handling, transportation and paperwork for the ballasts. Leaking ballasts shall be placed into a Department of Transportation drum Type H-17 prior to turn-in. ENRD will furnish these disposal drums for the contractor.

C.1.10.11 Soot Located in Building Ducts and chimneys may contain skin irritants.

C.1.11 Conservation of Utilities.

C.1.11.1 Utilities provided to the Contractor shall be used as needed to perform the work. Electricity to the contractor's office site shall be conserved and used in reasonable amounts.

C.1.11.2 The buildings heating thermostat shall be set at 70 deg F for drying only. Otherwise, set thermostat as low as possible upon completion of work in unoccupied buildings.

C.1.11.3 All switches, except for heat, shall be off and all doors and windows shall be locked when leaving unoccupied building.

C.1.12 Physical Security/Key Control.

C.1.12.1 The Contractor shall provide four (4) keys for each lock replaced by the Contractor (three to authorized person and one to PW Lock Shop).

C.1.12.2 The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. No keys issued the Contractor by the Government shall be duplicated.

C.1.12.3 Points of contact for vacant buildings can be obtained from PW Planning Division. The Contract Manager or Quality Control Representative shall sign for all keys.

C.1.12.4 The Contractor shall reimburse the Government by a monthly payment deduction for replacement and re-keying of locks necessitated because the Contractor loses or fails to return all keys. The Contractor shall report all occurrences of a lost key to the CO and ECMD the same work day as the discovery of the lost key. Key accountability shall include a Government inventory and re-sign out every six (6) months, or as directed by the CO/COR.

C.1.12.5 The Government will not be liable or responsible for damage by fire, theft, accident, or other damage to the Contractor's supplies, materials or equipment on the installation or to the Contractor's employees' personal belongings.

C.1.12.6 The Contractor shall notify the Provost Marshall's Office (on post 967-3121 or 3107), and ECMD of any theft or vandalism as soon as possible after discovery.

C.1.13 Warranty Repair.

C.1.13.1 The Contractor shall guarantee materials and labor on all service order task item work for 30 calendar days after completion and acceptance. i.e. contractor checks faucet off as not leaking, 10 days later occupant calls with a leaking faucet; the Contractor shall repair the faucet as warranty call back and not as another service order.

C.1.13.2 Any parts or labor found defective during the warranty period shall be corrected at no additional cost to the Government.

C.1.13.3 If a manufacturer or remanufacture of new, rebuilt, or cannibalized assemblies or subassemblies offers a longer warranty than 30 calendar days, the longer warranty shall be in effect.

C.1.13.4 Notification of warranty work will be by service order. the service order will state warranty or call back work.

C.1.13.4.1 The warranty service order shall not count towards the specified estimate for service order work.

C.1.13.4.2 Warranty service orders shall be completed within three (3) working days after receipt, or sooner if given a Priority 1 or 2. Response and completion of a Priority 1 or 2 is specified in Exhibit 6.

C.1.13.4.3 Used or reconditioned parts are included in the warranty repair.

C.1.13.4.4 Approximately 10-15% of all warranty work will be nuisance type calls.

C.1.14 Transition Period and Contract Startup.

C.1.14.1 The Contractor will have a minimum of 15 calendar days (depending on the date of award of the contract) to set up internal administrative and personnel procedures and responsibilities, obtain an initial supply of materials and supplies, become familiar with Government offices and housing areas, obtain approvals for submittals and any other preliminary work the Contractor deems necessary to operational start-up. This start-up period shall be accomplished at no additional cost to the Government and is not and time extension to the contract period. The Contractor shall be ready to accept orders and accomplish work on the first day of the base-year performance period.

C.1.15 Labor Standards Interviews/Investigations.

C.1.15.1 Labor standard interviews for checking contract compliance with wage determinations may be taken from the Contractor's employees by Government personnel at any time work is being performed under the contract.

C.1.15.2 The Contractor shall cooperate in any Government investigations (e.g., CID, FBI, and IG). The Contractor's employees may be interviewed during work hours. No additional compensation or completion time will be allowed as a result of such interviews.

C.1.16 Invoices. Failure to follow Exhibit 8 and not provide copies to PW ECMD may result in delays in acceptance and payments. Sample Invoice is shown in Exhibit 8. Invoices may be submitted after the fifteenth and the last day of the month following completed work.

C.1.17 Utility Outages.

C.1.17.1 When the outage only affects the buildings where the work is performed, notify the building occupant a minimum of one (1) hour before the outage.

C.1.17.2 When more than one (1) building is affected by the outage, notify all occupants at least one (1) working day before the outage. Emergency work requires only a 30-minute notification prior to the outage.

C.1.17.3 Contact ECMD prior to the one (1) working day notification of paragraph above.

C.1.17.4 Duration of the outage shall be less than two (2) hours, unless prior approval is granted by the Contracting Officer's Representative.

C.1.17.5 When service is restored, any appliance or breaker that cannot be reset by the occupant shall be corrected at no additional cost.

C.1.17.6 Work requiring excavation or digging by mechanical means requires prior completion and coordination of a Fort Lewis digging permit, by the Contractor (Exhibit 28), which is available during normal work hours. Digging permits are available at PW Production Division building 2012 in basement.

C.1.17.6.1 After normal work hours (Emergency Service Work) the Contractor shall contact the Fort Lewis Fire Department and request an on-call PW representative to locate underground utilities prior to digging. If the PW on-call person does not arrive at the job site within two hours of the contractor's request, the Contractor shall carefully start digging.

C.1.17.6.2 The Contractor shall utilize metal detectors to detect underground lines and other precautions to locate underground utilities prior to digging.

C.1.17.6.3 The Contractor may request in writing one print of each underground utility. The Government does not have to comply with the request. If the Government does comply with the request, the Contractor will be provided prints within ten working days of the request.

C.1.17.6.3.1 Underground utility prints are not accurate and shall not be used as a basis for any claim. Not all utilities may be shown on the prints.

C.1.17.6.4 If the Contractor breaks or damages an underground utility that is shown on the utility print, or the digging permit, or is marked or is located by the PW on-call person, the Contractor shall be responsible for repairing or replacing the underground utility. The Government at its sole discretion may have the underground utility repaired or replaced by other means and withhold the cost from the contractor's monthly payment.

C.1.17.7 Every effort shall be made to complete no-heat service calls as expeditiously as possible. If a heating system cannot be made operable within six (6) hours of SO transmittal or SO pick up, the Contractor shall provide sufficient temporary heat. Sufficient temporary heat shall be defined as the heat source necessary to heat the building to 60 degrees F when the outdoor temperature is below 55 degrees F without overloading the building electrical system. The Contractor shall notify the CO immediately if a problem occurs during normal working hours or the next working day for other hours and give the reason the system could not be completed. The Contractor shall not have any heating system out of operation for more than 24 hours for repairs covered by the contract.

C.1.17.8 Gas/Fuel Leaks. Anytime a gas or fuel leak or break is detected, the fuel/gas shall immediately be shut off, the occupant informed and the leak or break will be fixed under an emergency service order. If gas, Washington Natural Gas shall be contacted first if possible. This work includes the gas meter, the line from the meter to the building and the interior of the building. Includes all gas lines, valves, fittings and appurtenances.

C.1.18 Coordination With Other Contracts and PW Shops.

C.1.18.1 The Contractor shall cooperate and coordinate with PW shops and other contractors.

C.1.18.2 The Government may utilize Government shops for additional or the same type of work.

C.1.18.3 The Contractor shall fully cooperate with such other contractors and Government employees and carefully integrate the required work with such additional work. Problems with cooperation or coordination shall be brought to ECMD and the Contracting Officer for resolution within one working day. The Contractor shall also annotate the Daily Inspection Report. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractor or Government employee. Resolution of problems with cooperation will be done by

the Government within two working days after receipt of notification. No additional money will be allowed for such problems. Additional time will be allowed to complete the work as prescribed by the Contracting Officer if it is determined the Contractor was not at fault.

C.1.19 Occupant Problems. If there is any problem with building occupants such as abusive language, refusal to allow work, failure to move items out of the work area, or other problems that cannot be resolved, the Contractor shall leave the work site. The Contractor shall not enter into any dispute or confrontation with occupants. Notify ECMD of the problem, including occupant's name, telephone number, building's number, and specific problem within one working day and allow two working days for a resolution. Annotate the Daily Inspection Report of notification and wait two working days for a response from ECMD. If no response is received, the Contractor shall return the ordered work back to ECMD and inform the Contracting Office's Contract Administrator of the problem and annotate the Daily Inspection Report. If the problem is resolved, the Contracting Officer or his representative will contact the contractor. The Contractor shall complete the work at no additional cost to the Government.

C.1.20 Occupant Damage and Abuse - Not Fair Wear and Tear (NFWT)

C.1.20.1 Document NFWT as specified in Section C.5 "Specific Tasks". Weekly and monthly statements are required.

C.1.20.2 Items such as broken glass, holes in doors and walls, burns in countertops and other types of apparent damage above an estimated \$50.00 shall be documented as NFWT. The Contractor shall repair or replace NFWT work.

C.1.20.3 The contract price shall include repair or replacement of occupant damage and no additional payment will be made for this work.

C.1.21 Deliverables. The Contractor shall prepare and submit to the Government the reports, logs and data as shown in Technical Exhibit No.'s 4, 5 and 6.

C.1.22 Vehicle and Equipment Operation:

C.1.22.1 Vehicle Licensing and Registration and Safety Limits.

Vehicles and heavy equipment shall be operated and maintained within safety limits prescribed by OSHA and the United States (US) Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1. All vehicles and heavy equipment operated on installation streets, roads, and thoroughfares shall be properly licensed and registered with the State of Washington and shall adhere to smog regulations, equipment requirements and all other regulations and requirements imposed on POV'S operating in the State of Washington. The Contractor shall supply proof of insurance for all vehicles used for this contract upon request of the CO/COR.

C.1.22.2 Identification of Vehicles and Equipment. The Contractor shall maintain legible markings (logo) located on both sides of all contractor-controlled vehicles and equipment, which shall include in 2 inch high letters and numbers, as a minimum, the contractor's name, local telephone number, the words "Family Housing Maintenance" and assigned vehicle identification number. Vehicle identification requirements apply to all subcontractors.

C.1.23 Fire Protection and Prevention. Installation Fire Regulations, a copy of which is on file in the office of the CO/COR, shall be complied with. The Contractor shall also comply with AR 420-90, the Occupational Safety and Health Act (OSHA) of 1970, NFPA Codes and Publications, sound industry practices as well as other fire prevention regulations, manuals, and codes cited throughout this Performance Work Statement (PWS).

C.1.23.1 Combustible Material. Combustible material and supplies shall not be stored near possible sources of ignition. Products shall be free of any spontaneous heating tendencies. Any item, which is considered potentially subject to spontaneous heating, shall not be stored.

C.1.23.2 Inspection. Before leaving the work site, a thorough inspection shall be made to ensure that all safeguards relative to safety and fire hazards have been performed and that all regulations, codes, and standards are complied with.

C.1.24 Accomplishment of the work includes maintaining or having access to sufficient supplies and parts to complete the work within the specified time. In addition, each portion of the work involves:

C.1.24.1 Submittal of a schedule for the accomplishing of work. Schedules are required for all services other than those services provided on an as required basis. All periodic and lump sum services shall be accomplished as indicated in the approved schedule.

C.1.24.2 Response and completion times for requirements items are as shown on the Performance Requirements Summary (PRS), or otherwise shown on the Service Order.

C.1.25 Receipt of Government Ordered Work.

C.1.25.1 General. The Contractor shall be required to receive work from the occupants by telephone call and in person as well as receiving work from the Government (PW). See paragraph "WORK RECEPTION" for contractor requirements to operate the work reception center and procedure for receiving calls from occupants and generating service orders.

C.1.25.2 Delivery Order Work. The Contractor shall generate service orders for indefinite Delivery Order contract line items against a DD 1155 Delivery Order issued by PW or the Contracting Office. Service orders may be either computer generated, handwritten or typed. The Government may at any time during the duration of this contract add new indefinite quantity items that are within the scope of this contract resulting from regulatory changes or unforeseen needs of the Government. The unit prices for the added items will be negotiated at the time of contract modification.

C.2 DEFINITIONS:

C.2.1 The hierarchy of definition acceptance in descending order is:

(1) As stated in this Section, (2) Mean's Illustrated Construction Dictionary (3) dictionary, (4) Standard Association or Society (e.g., ANSI), (5) Contractor Association (e.g., SMACNA), (6) trade name, (7) trade jargon and (8) local colloquialism.

C.2.2 Selected Definitions: (Not all definitions may be used in the Contract.)

C.2.2.1 Acceptable Quality Level: The maximum percent defective, maximum number of defects per 100 units, or the number of defects that can be considered satisfactory on the average. The allowable leeway or variance from a standard before the Government will reject a specific service. An AQL does not imply that the Contractor may knowingly perform in a defective manner. It only implies that the Government recognizes that defective performance happens unintentionally.

C.2.2.2 Adjust: Performing the necessary modifications to return the performance of the part to within the stated acceptable range.

C.2.2.3 Appliance: See Kitchen Equipment.

C.2.2.4 Appurtenance: A subordinate part or accessory of a major item, such as a shed, garbage rack or fence. For purposes of this Contract, appurtenances means only Government owned items.

C.2.2.5 Cadre: The group of regular and reserve officers and enlisted personnel who form the support and core functions for a mission or tasking such as ROTC and WSO.

C.2.2.6 Cannibalization: NOT USED:

C.2.2.7 Clean: Free from dirt, foreign material, debris, contamination, or impurities, unsoiled, unstained, recently laundered.

C.2.2.8 Complete Hiding: The application of one or more coats of paint to all surfaces such that an additional overcoat of paint of the color and tint identical to the previous coat will not alter the color, shade or texture of any portion of the painted surface. At least two coats of paint shall be applied to bare surfaces.

C.2.2.9 Contractor: The term "Contractor" as used herein refers to both the prime Contractor and any subcontractors. The Contractor shall be responsible for ensuring that his subcontractors comply with the provisions of the contract.

C.2.2.10 Contracting Officer (CO): Agent of the Government with the authority to enter into, administer, and/or terminate contracts and makes related determinations and findings. Only the CO can enter into contract and modifications agreements binding on the Government.

C.2.2.11 Contracting Officer's Representative (COR): The individual or individuals appointed by the CO to act as the authorized Government representative and to oversee Contractor performance.

C.2.2.12 Contract Discrepancy Report (CDR): A report that the Contractor is required to respond to whenever performance is unsatisfactory. The CDR requires the Contractor to explain, in writing, why performance was unsatisfactory, how performance shall be returned to satisfactory levels, and how recurrence of the problem shall be prevented.

C.2.2.13 Contract Reminder (CR): A reminder that the Contractor is required to respond to whenever performance is marginal. The CR requires the Contractor to explain, in writing, why performance was marginal, how performance shall be returned to satisfactory levels, and how recurrence of the problem shall be prevented.

C.2.2.14 Debris: Leaves, grass cuttings, small tree and shrubbery limbs, construction waste (excluding any waste generated by another Contractor), litter, and similar waste material.

C.2.2.15 Deficiency List: List or report of deficiencies noted on an inspection. The list shall be the same as Exhibit E-29, Deficiency List, Nonconformance Inspection Report (HFL Form 1236) or any deficiencies may be listed on plain or ruled paper at the sole discretion of the Government.

C.2.2.16 Emergency Work (Priority 1): Consists of correcting failures or deficiencies which constitute an immediate danger, health hazard to occupants or threaten damage to property, or the Government requires work to be done in an expeditious manner. In addition, the Contractor, upon arrival at the job site, shall work continuously to a point of safe utilization regardless of the time required at no additional cost to the Government. The occupants or person in charge of the building shall be fully apprised of the situation and the Contractor shall proceed with the work in coordination with and in regard for the welfare of the occupants. Completion of work required beyond the point of safe utilization shall be continued and completed the following two working days. If the work cannot be completed within the following work day due to special material ordering (for material that cannot be procured locally [typical long lead parts] or cannibalized), the Contractor shall annotate the daily inspection report and the service log and inform the occupant of the anticipated completion date. The Government will decide, at its sole discretion, whether or not an emergency or priority 1 work exists. All of Kitchen Equipment calls shall be priority 1.

C.2.2.17 Equipment: Machines, apparatus, tools, or devices used in the performance of any maintenance activity, including, but not limited to, heavy equipment (trucks, bulldozers, etc.), shop equipment (hammers, drills, etc.), and office equipment (typewriters, computers, etc.).

C.2.2.18 Facility: An improvement to real property, such as a building, a structure, a utility system, a road, landscaping, earthwork, or a dam, and including the separate parts and components thereof; also includes installed equipment necessary for the proper function of the facility.

C.2.2.19 Fort Lewis: Includes the areas known as Fort Lewis, North Fort Lewis, Logistics Center, and Madigan Army Medical Center.

C.2.2.20 Grass (Lawn): The terms lawn or grass when used in this Performance Work Statement shall mean any herbaceous ground cover. (This excludes plants with woody stems).

C.2.2.21 Grounds: All land and water acreage for which an installation commander has responsibility.

C.2.2.22 Hazardous Material: Any material defined by the Environmental Protection Agency as being hazardous.

C.2.2.23 Heating Season: The first of October until the first of June and any time the outside temperature falls below 55 degrees F.

C.2.2.24 Heating System: Shall include all fixed components of a building system for the purpose of heating space or water, including furnace, boiler, water heater tank, ductwork, flues, chimney, piping, distribution, radiator coils, convectors, controls, valves, thermostats and appurtenances.

C.2.2.25 Improved Grounds: Grass and trimming near occupied buildings.

C.2.2.26 Journeyman: An experienced craftsman or a worker who has learned their trade from a trade school or a minimum of three years working experience in the particular trade, state certification or combination of each.

C.2.2.27 Key Control: The establishment, implementation and maintenance of systems and records to identify holders of all keys; verify authorization of key cutting orders; cross-reference keys, room numbers, lock or key brand or type; document lost keys; and restrict access to keys and key records.

C.2.2.28 Kitchen Equipment: Kitchen equipment includes, but is not limited to, Government-owned (both electric and natural gas), electric ranges (including ovens, warmers, broilers and cook top surfaces), gas ranges (includes ovens, warmers, broilers and cook top surfaces), refrigerators (including freezer compartments and ice makers), freezers, kitchen exhaust fans (including range hoods), deep fat fryers, mixers, choppers/slicers, toasters, coffee makers, racks, shelving, food prep, tables, etc. Also includes all refrigerated equipment. Kitchen equipment for this Contract may also be referred to as appliances.

C.2.2.29 Lead Time: The total time from the receipt of a work requirement by the Contractor until the work must be completed.

C.2.2.30 Litter: Rubbish lying scattered about the ground, including, but not limited to, paper, plastic, bottles, cans, cardboard, rags, broken glass and other foreign materials.

C.2.2.31 Minor Structural Damage: Not requiring shoring.

C.2.2.32 Missing: Not there, whether the item was previously there or was never there.

C.2.2.33 Non-duty Day: Saturday, Sunday or Federal holidays: If a holiday falls on Saturday, the preceding Friday is a holiday, if it falls on Sunday, the following Monday is a holiday.

C.2.2.34 Non-duty Hours: The hours after 1600 hours (4:00 p.m.) and before 0730 hours (7:30 a.m.) of a normal work day and the entire 24 hour period each non-duty day.

C.2.2.35 Normal Duty Hours: The hours between 0730 (7:30 a.m.) and 1600 hours (4:00 p.m.) of a normal work day, except ROTC and WSO time periods, which include work on weekends and after normal duty hours.

C.2.2.36 Normal Work Day: Monday through Friday except for non-duty days, and Federal holidays, as defined above, except ROTC and WSO time periods, which include work on weekends and after normal duty hours.

C.2.2.37 Not Fair Wear and Tear: Any obvious occupant damage or abuse to a facility that would cost more than an estimated \$200 in manhours and material to repair.

C.2.2.38 Nuisance Calls: Service orders that require no work to be done.

C.2.2.39 Occupants: Person(s) having a legitimate reason to be in a building.

C.2.2.40 Occupied: A facility is occupied if it contains personnel, equipment, or any other Government-owned or supported property.

C.2.2.41 Operation: To adjust, control or guide a specific thing so as to produce a specific performance or result in accordance with a specific operating procedure.

C.2.2.42 Policing: The act of picking up and disposing of paper, bottles, cans, and other litter from the ground or from the interior of a building.

C.2.2.43 Policing Grounds: The pickup and disposal of paper, bottles, broken glass, cans, cardboard, plastic, rags, rocks, limbs, debris and rubbish, and other litter on improved and semi-improved grounds.

C.2.2.44 Preventative Maintenance (PM): A systematic and cyclic check, inspection, and correction of minor deficiencies as well as the recording and reporting of deficiencies beyond the scope of PM.

C.2.2.45 Provide: To remove, replace, furnish, install and clean all work as required to make an item functional as intended.

C.2.2.46 Public Works (PW): Formerly Directorate of Engineering and Housing (DEH). Offices of engineering, housing, environmental and operations activities. Any reference to DEH shall mean Public Works.

C.2.2.47 Quality Assurance (QA): Any surveillance used by the Government to check goods or services to determine whether or not they meet the requirements of the Contract.

C.2.2.48 Quality Assurance Specialist (QAS): A DOD employee who has responsibility for inspecting and evaluating work performed in accordance with the Contract.

C.2.2.49 Quality Control Program (QCP): The Contractor's system to control the equipment, systems, or services to ensure that requirements of the Contract are met.

C.2.2.50 ROTC (Reserve Officer Training Camp): This camp is hosted by Fort Lewis during the spring and summer months of each year for officer cadets. Cadets and Cadre Support occupy buildings in North Fort Lewis.

C.2.2.51 Relocation and Installation of Kitchen Equipment: Includes, but is not limited to, removal of appliance and return of appliance to Government warehouse (including disconnect from utilities); relocation of appliance from one building to another or from one room to another (including disconnection, removal, transportation and reinstallation); disconnection for cleaning and reconnection; and pick up and transportation of appliance from Government warehouse and installation at specified place; uncrating and removal and disposal of all crating materials; disconnecting existing appliance and installation of replacement appliance by setting in operating position, installation of appliances where none now exist, but hookups are available, making all utility connections, and

leveling. Relocations and installations are ordered with service orders. Relocations shall be at the sole discretion of the Government.

C.2.2.52 Repair (General): The restoration of a failed or failing piece of equipment or real property facility (or component thereof) to such condition that it may be effectively used for its designated purpose, by overhaul, overlay, reprocessing, or replacement of constituent parts or materials which have been damaged by action of the elements or wear and tear in use.

C.2.2.53 Replacement: A complete reconstruction of a property destroyed or damaged beyond the point at which it may be economically repaired.

C.2.2.54 Response Time: The time from receipt of a work requirement by the Contractor until the Contractor arrives on the site, where the work is to be performed, ready to begin performance.

C.2.2.55 Routine Work (Priority 3): This work shall be any other service orders that do not fall in the category of emergency or urgent work. Priority 3 may be done during a scheduled PM if the call was received within 30 calendar days of the PM.

C.2.2.56 Rubbish: Waste material such as metal, glass, crockery, paper, wrappings, and container cartons.

C.2.2.57 Sampling Guide: The part of the surveillance plan, which contains all the information, needed to perform a random sample.

C.2.2.58 Semi-improved Grounds: Grounds less critical than improved grounds areas, which may or may not be near buildings.

C.2.2.59 Serviceable: Suitable for intended use as that term is interpreted within the context of FAR 52.245-4.

C.2.2.60 Storm Damage: Is defined as debris or damage from trees and buildings resulting from winds or gusts over 70 miles per hour.

C.2.2.61 Surveillance Plan: An organized written document used for quality assurance surveillance. The document contains sampling guides, checklists and decision tables.

C.2.2.62 Temporary Buildings: Buildings constructed of wooden framing. Most buildings were constructed circa 1940's. Buildings do not include Family Housing dwelling units. A "T" in front of building numbers may sometimes designate temporary buildings. For example: TD0931 is Building 9D31.

C.2.2.63 Troop Buildings: Troop buildings include troop quarters, bachelor quarters, designated warehouse buildings, and other than family housing quarters.

C.2.2.64 Unimproved Grounds: Grounds less critical than semi-improved grounds areas, which require mowing but do not require trimming.

C.2.2.65 Urgent Work (Priority 2): Failures or deficiencies which do not immediately endanger the occupants or threaten damage to property, but would soon inconvenience and affect the health and well being of the occupants.

C.2.2.66 WSO (Washington Special Olympics): A function for the Special Olympics hosted by Fort Lewis each May. Participants and guests occupy North Fort Lewis buildings.

C.2.2.67 Reconditioned: To restore to a good condition.

C.2.2.68 Contract Manager is the same as Project Manager when mentioned in this contract.

C.2.3 Selected Acronyms and Abbreviations:

ANSI	American National Standards Institute
AQL	Acceptable Quality Level
AR	Army Regulation
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
C	Centigrade
CDR	Contract Discrepancy Report
CID	Criminal Investigation Command, United States Army
ECMD	Contract Management Branch Division, PW = Service Management Branch
CO	Contracting Officer
COB	Close of Business
COR	Contracting Officer's Representative
CY	Cubic Yard
DA	Department of the Army
DEH	Directorate of Engineering and Housing (now renamed PW)
DOC	Directorate of Contracting
DOD	Department of Defense
DPTMS	Directorate of Plans, Training, and Mobilization Support
DRCS	Directorate of Reserve Component Support (No longer used, See RCSB)
DSN	Defense Systems Network
EA	Each
ECMD	Engineering Contract Management Division
EM	Engineers' Manual
ENG	Engineer
EO	Executive Order
EPA	Environmental Protection Agency (US)
EPW	Engineered Performance Standards
F	Fahrenheit
FAR	Federal Acquisition Regulation
FBI	Federal Bureau of Investigation
FHO	Family Housing Office (Maintenance Branch), PW
FHMB	Family Housing, Maintenance Branch, PW
FMB	Furnishings Management Branch, PW
FM	Field Manual
GPM	Gallons per Minute
HA	Housing Area
HR	Hour
IAW	In Accordance With
IG	Inspector General
ISSA	Inter/Intra-service Support Agreement
KR	Contractor
LAN	Local Area Network (Computer Systems)
LF	Linear Foot
MH	Man Hour
MIL-STD	Military Standard
MO	Month
NA	Not Applicable
NEPA	National Environmental Protection Act
NFPA	National Fire Protection Association
NLT	No Later Than
OSHA	Occupational Safety and Health Act
PAM	Pamphlet
PL	Public Law

PM	Preventive Maintenance
POC	Point of Contact
POL	Petroleum, Oils, and Lubricants
POV	Privately-owned Vehicle
PPM	Parts per Million
PRS	Performance Requirements Summary
PVC	Polyvinyl Chloride
PW	Public works (formerly DEH)
PWS	Performance Work Statement
QA	Quality Assurance
QAS	Quality Assurance Specialist
QC	Quality Control
RCS	Reserve Component Support Branch (Same as DRCS or DRS)
RO	Repair Order
R&P	Requirements and Programming Branch, PW
RPMA	Real Property Maintenance Activity
SF	Square Feet
SOP	Standard Operating Procedure
TAMMS	The Army Maintenance Management System
TB	Technical Bulletin
TCLP	Toxicity Characteristic Leaching Procedure
TE	Technical Exhibit
TM	Technical Manual
TSCA	Toxic Substance Control Act
UPH	Unaccompanied Personnel Housing (Barracks)
US	United States
USC	United States Code

OTHER ACRONYMS DEFINED ELSEWHERE IN THE SPECIFICATIONS.

C.3 GOVERNMENT FURNISHED PROPERTY AND SERVICES

C.3.1 Locations for the Contractor provided office and storage will be provided within 1 week after the Contract award. The size of the ground area for the Contractor-furnished office and storage is approximately 50,000 square feet. The lay down area will be kept in a clean orderly manner, with the grass no longer than 2 inches.

C.3.2 Electricity will be provided free of charge.

C.3.2.1 Final electrical hookup to the Contractor's office must be approved by PW shops or PW Engineering Contract Management Division.

C.3.3 Water: Water furnished is estimated to be not less than 10 gpm at 60 psi pressure. Water is city water quality and does contain chloride. All water used for irrigation required by this Contract will be furnished.

C.3.4 Forms: The Government will supply all blank Government forms required by this PWS electronically. Some forms require reproducing by the Contractor locally, at no additional cost to the Government. Non-Government forms shall be provided by the Contractor.

C.3.5 The Government will not be liable or responsible for damage occasioned by fire, theft, accident, or otherwise to the Contractor's equipment or materials on the installation or to the Contractor's employees' personal belongings.

C.3.6 The areas assigned shall be returned at the termination or expiration of this Contract in the same condition as existed at the time of entering into the Contract, fair wear and tear excepted, except as otherwise provided in this Contract.

C.3.7 Equipment, Vehicles and Tools: No equipment, vehicles, or tools will be provided to the Contractor by the Government.

C.3.7.1 Government furnished kitchen equipment, except Contractor-furnished kitchen wall exhaust fans. If supply of appliances is not available the Contractor shall notify the Contracting Officer and the Contracting Officer's Representative within one working day of discovery. The Contracting Officer may direct the Contractor to hold the order, return it, or order the Contractor to buy the kitchen equipment by delivery order, under the requirements item for miscellaneous material.

C.3.8 Use of Government Furnished Property and Services: Government furnished property and services shall only be used for performance of this Contract.

C.3.9 Fire Prevention and Protection: Government will perform all fire inspections. Contractor shall provide proper portable fire extinguishers and storage equipment and facilities.

C.4 CONTRACTOR FURNISHED ITEMS.

C.4.1 The Contractor shall provide everything necessary to complete the Contract, except what is specified as Government - Furnished in paragraph C.3.

C.4.2 Provide a temporary portable office at Fort Lewis. The office must be aesthetically acceptable (e.g., no patches, broken windows, dirt, or rust) to the Government. Site work and set up are the Contractor's responsibility.

C.4.2.1 Provide all electrical hookups (shall meet latest edition of NEC) to include temporary transformers, additional poles, wire, weather head, panels and any other item needed for power. Electrical work shall conform to the latest edition of the National Electric Code (NEC). Electrical outlets shall be included in shop/shelter facility.

C.4.2.2 Final electrical hookup shall be done after a prior two-day notification to Engineering Contract Management Division for approval.

C.4.2.3 The Contractor may provide, at their option and at no additional cost to the Government, a shop/shelter facility for repair and other work at the Contractor's site or off of Fort Lewis. If on Fort Lewis the shop/shelter facility shall be submitted for approval at least 1 week prior to installation. The submittal shall include shop drawings, details, photos, paint colors, etc, that the Contractor proposes to use. The facilities shall meet all applicable building codes and safety regulations and shall be aesthetically acceptable to the Contracting Officer. Prefabricated buildings may be used. Any foundation work shall require a digging permit and all foundation work shall be removed by the completion of the Contract and areas restored. The Contractor shall be responsible for all maintenance and repair of his facility, including painting, safety, etc. The Contracting Officer may require any unsightly structure to be removed or repaired at any time during the Contract period. The facility should be approximately 3,000 square feet, unless additional space is requested and approved. Additional space requests shall show location of the additional space on a map.

C.4.3 The Contractor shall furnish the following:

C.4.3.1 A minimum of three local telephone numbers at the office. One number for Government communication and two numbers for appointments. For other-than-normal working hours, the Contractor may provide a cellular phone number. See paragraph C.5.3.1.1 for telephone system requirements.

C.4.3.2 Toilets (i.e., chemical latrines), water, garbage pickup, trash removal and fuel, except as otherwise specified.

C.4.3.3 A copying machine at the office capable of providing the Government, upon request and at no additional cost to the Government, up to 50 copies per day of any Contractor data.

C.4.3.4 Computer information system.

C.4.3.4.1 Contractor shall track service (work) order and other data requirements such as Preventative Maintenance, in a database format immediately importable into MRO Maximo 4.01 by Fort Lewis Public Works."

C.4.3.5 The Contractor shall remove all Contractor-furnished items specified in paragraphs C.4.1 through C.4.4 above upon Contract expiration or termination. All Government areas provided shall be restored to their original condition.

C.4.3.6 The Contractor shall provide copies of all checklists and other forms, except those listed as Government furnished property. The Contractor may submit for approval, abbreviated checklists for field use.

C.4.4 Radio Dispatch System: The Contractor shall provide a radio dispatch system for directing and dispatching personnel in response to service calls. The Contractor shall obtain all permits, licenses, and frequency allocations that are required and antenna and all accessories necessary for send/receive operation at Fort Lewis at no additional cost to the Government. An expanded radio system may be utilized in conjunction with the telephone service as previously described. The Contractor shall submit radio frequencies to the COR for approval prior to installation of equipment.

C.4.5 Vehicles and Equipment: The Contractor shall provide and maintain vehicles and equipment required to fulfill the terms of the Contract. Vehicles and equipment shall be in operable condition and meet all Federal, State, and local safety requirements and shall comply with EM 385-1-1 (Section 19), Safety and Health Requirements Manual. The Contractor shall remove from service, within one work day after notification by the Government, unacceptable Contractor furnished vehicles and equipment identified as not meeting the above safety requirements. Repair or replacement of Contractor furnished vehicles and equipment shall be at the Contractor's expense. The Contractor shall not utilize Government property or Government equipment to perform maintenance or repair on Contractor-furnished vehicles or equipment unless authorized in writing by the Contracting Officer.

C.4.6 Tools and Clothing: The Contractor shall provide all tools and clothing (including personal protective clothing and equipment for Contractor employees when required by OSHA regulations) required to meet the terms of the Contract.

C.4.7 The following constitutes a non-exclusive listing of items and their minimum commercial quality the Contractor shall furnish:

- a. All heat maintenance and Refrigeration repair parts equal to original manufacturer's parts.
- b. All kitchen repair parts shall be equal to original manufacturer's parts.
- c. All other parts and materials shall be equal to or better than that being replaced. May be cannibalized parts.
- d. All equipment needed to perform work.
- e. Hand tools.
- f. Hand-operated, self-contained, gasoline or generator power-driven equipment when needed.
- g. All necessary equipment repair parts.
- h. Personal clothing, safety equipment, and identification badges.
- i. Portable gasoline-powered generator, when required.

C.4.8 Publication Library: Referenced publications are listed in paragraph C.6., APPLICABLE PUBLICATIONS. Contractor shall obtain all necessary documents within 60 days after Award of Contract. Contractor shall have available all mandatory publications and documents as referenced by this Contract.

C.5 SPECIFIC TASKS.

C.5.1 Service Order Scope of Work.

C.5.1.1 Service Order (S.O.) Work. The Contractor shall be responsible for service order work in selected temporary buildings. (See Exhibit E9 for Task Items.)

C.5.1.1.1 Task service order work includes the tasks listed in Exhibit 9. Each task service order will be \$2,000.00 or less in estimated manhours and material, but see paragraph C.5.1.1.2. The majority of each task service order will be under \$200.00 in manhours and material.

C.5.1.1.2 The Contractor shall return any task service order, within two working days after its receipt to ECMD if the Contractor's estimated manhours and materials would cost more than \$2,000.00. If the task service order is emergency or urgent, the Contractor shall make the work safe up to the \$2,000 limitation and return the task service order with the annotation "Additional work required over the \$2,000 limit".

C.5.1.1.3 Completed task service orders count toward the total estimated quantities in Exhibit 5. The Contractor shall submit a completed Task Item Service Order Monthly Report (see Exhibit 7), Monthly Quantity Report (Exhibit 9) and the computer database used to create the reports by the third working day of the following month. Submit the monthly report to ECMD.

C.5.1.1.4 Task service orders will have response and completion times based upon Exhibit 6.

C.5.1.1.5 Emergency, urgent and routine task service orders are defined in paragraph C.2, Definitions. The Government reserves the right to change priorities on a Service Order or state the priority if oral notification is given.

C.5.1.1.6 The task service order will be classified by task item (Exhibit 9). Provide a general statement of the problem, or the words repair or replace (designate by R/R).

C.5.1.1.6.1 Task items ordered on the task service order shall be completed as ordered. The Contractor shall also accept ordered work directly from the occupants. The Contractor shall complete all work on the task service order to make the end item (e.g., door or window) look and work as originally intended. For example, if the problem is "Repair door catch in bathroom", and upon arrival the bathroom doorframe was also in need of repair, the Contractor would make all repairs necessary to make the bathroom door.

C.5.1.1.6.2 Additionally, if other related work is required, e.g. problem is "leaky kitchen faucet" and upon arrival the occupant notifies the Contractor that the bathroom faucet is also leaking both shall be repaired under the same trip, unless other trades are involved, parts need to be ordered or the work requires over 60 minutes to accomplish. If other unrelated work is required an appropriate service order will be generated at that time and work scheduled with the occupant.

C.5.1.1.6.3 Wording like Repair or Replace (R/R) or a general statement of a problem may be used on a service order. The Contractor shall also determine the appropriate task(s) to use to correct the work.

C.5.1.1.6.4 The Government may cancel a service if deemed necessary. The Contractor shall annotate all service orders as to the outcome.

C.5.1.2 The Contractor shall provide input, and update daily, a service order and appointment log for all work. See Exhibit 31 for a sample and explanation. Submit to ECMD and R&P the updated log by 0800 hours the following work

day. The log shall contain the following information as a minimum in columns: See Exhibit 13 as an example for format.

Service order number (S.O. NO.), Building No. (BLDG NO.), Priority (PRI), Name (Requester's or Occupant's), Description of Work (DESCRIP.), Occupied (O) or Unoccupied (UN), Date order was issued (ISS.), Date order was completed (COMPL), Manhours used (MHRS), Material cost (MATL), Task numbers used (TASK NO.), Task quantities used (TQ), Reimbursable Customer Code from Exhibit 20 (REIM), Not Fair Wear and Tear (NFWT) and remarks.

C.5.1.3 Workmanship shall be checked and verified by a qualified tradesperson for that type of work. All work shall be journeyman level.

C.5.1.4 For example, plumbing shall be completed and verified by a certified plumber. An example of verified work would be a leaking faucet that was repaired by replacement of washer. Upon verification by the certified plumber it was discovered that the faucet seat should have been replaced. The seat would be replaced to make the work complete.

C.5.1.5 Completed work, both service order and PM work shall be initialed by a journeyman of the trade involved as verification of completion in compliance with standard trade, code or industry standards.

C.5.1.6 All repair and replacement work shall match existing, except as otherwise specified, in original material, design, type, finish and configuration. The repaired and replaced work shall perform as originally intended when new.

C.5.1.7 Requests for approval of deviations, may be submitted instead of providing matching. Requests shall be made to the COR through ECMD prior to performing the work.

C.5.1.8 Deviation requests shall include the reason, any credits due and any differences to the existing work. Work shall be made operational until the matching is installed or the request is approved.

C.5.1.9 Requests will be approved or disapproved within 2 working days after receipt of the request. If no action is completed within the 2 working days, the deviation shall be considered disapproved. The Government may, on a case-by-case basis, extend the completion time by up to two (2) workdays if a deviation request is submitted.

C.5.1.10 Refer to the Performance Requirements Summary (PRS), Exhibit 3, for payment deductions on total populations of work.

C.5.1.11 Occupant Damage and Abuse - Not Fair Wear and Tear (NFWT).

C.5.1.11.1 Contractor shall annotate service or delivery orders with "NFWT" for occupant damaged or abused items repaired or replaced over \$200.00 per item by the Contractor. The costs of NFWT work over \$200.00 by manhours and material shall be shown on the order with a description of the problem and the correction. Extra sheets may be attached. Contractor shall provide copies of NFWT orders to ECMD. Information regarding NFWT work shall be separate from the annotation for total material costs and labor hours for that order. Total material cost and labor shall be shown on the lower right corner of the order. The Contractor will not be paid additional money for NFWT work. The Contractor shall provide a monthly NFWT statement to ECMD, by the third working day of the following month as applicable.

C.5.1.11.2 The monthly NFWT statement shall include the month the work was done, the monthly labor and material costs and the cumulative monthly costs for labor and material.

C.5.1.12 Deficiency lists (Exhibit 29) may be given to the Contractor to be corrected. If a deficiency list is given, the Contractor shall acknowledge and return the list as specified in Exhibit 29.

C.5.1.13 Backordered Parts Log (Exhibit 43) for single task service orders shall be submitted to ECMD weekly.

C.5.2 General.

C.5.2.1 ROTC (Reserve Officer Training Camp). Work shall be all work performed on buildings listed in Exhibit 22 between 1 May and ends in the September each year. Work shall be recorded and submitted on service order and P.M. logs per Exhibit 4. This includes Dining Room Kitchen Equipment and Pest Control in Dining Rooms, P.M., and Service Order Work. P.M. work shall include de-winterizing all ROTC buildings at the start of Camp and winterizing all ROTC buildings at the end of Camp. Winterization and de-winterizing may involve all buildings a various times through out the year.

C.5.2.2 A monthly cost decrease based on square footage shall be made for each building demolished the previous month. (See Bid Schedule.) The Contractor shall provide a list of demolished buildings under the contract, including square footage, and cost decrease for back up with the invoice to ECMD. (See Exhibit 10.)

C.5.2.3 See Exhibit 37 for current square footage totals.

C.5.2.4 NOT USED

C.5.2.5 NOT USED

C.5.2.6 Limitations.

C.5.2.6.1 Work by Others. The Government may have the same or similar work accomplished by other means. (See paragraph in Section C.1 entitled “Coordination with Other Contracts and PW Shops”.)

C.5.2.6.1.1 Contracts such as overhead doors, fencing, roofing, painting, grease trap/barrels, vent cleaning, washers and dryers, furnishings, small purchase, credit card, food preparation, fuel, and other Contractors will be working on the same facilities as this Contract. The Contractor shall coordinate and cooperate with other Contractors to complete work.

C.5.2.6.1.2 PW Shop or other Government employees may be performing the same or similar work in the same facilities as this Contract. The Contractor shall coordinate and cooperate with PW Shops and other Government employees to complete work.

C.5.2.6.2 Utility Work (Other than the Contractor’s Office).

C.5.2.6.2.1 Water. The Contractor is responsible for water lines up to and including water line stop valve.

C.5.2.6.2.2 Sanitary Sewer. The Contractor is responsible for sewer lines up to the sewer main, including manhole repair.

C.5.2.6.2.3 Storm Sewer. Not in Contract.

C.5.2.6.2.4 Electrical. The Contractor is responsible up to the outside weather head connection.

C.5.2.6.2.5 Heating. The Contractor is responsible to the outside fuel tank including fuel lines from the furnace. The Contractor shall check fuel tank level and report out of fuel tanks to PW Utility Technician at 966-1721. The Contractor shall report for above and below ground fuel tanks, any abandoned or not-in-use tanks, leaks, spills, and contaminated soil to the PW Environmental Office.

C.5.2.6.2.6 Air Conditioning. The Contractor is responsible for air conditioning and heat pumps in buildings such as Battle Simulation Buildings. See Exhibit 2 for types and location of Air conditioning Equipment.

C.5.2.6.2.7 Roads and Parking Lots. Not in Contract.

C.5.2.6.2.8 NOT USED

C.5.2.6.3 Temporary buildings may be added or deleted from the building lists for fixed items in this Contract to conform to mission requirements and workload.

C.5.2.6.4 Some temporary buildings shown on this Contract may be demolished during the Contract period.

C.5.2.6.5 The Contractor shall be responsible for repair or replacement of items of self-help Resource and Utilization (R&U) and occupant damage/repair at no additional cost to the Government (i.e., these items will be included under Task Items in Exhibit 25). There is an estimated 10% participation in the self-help (R&U) program. The Contractor shall not perform self-help items until verification has been attained that an attempt had been made to perform the work and the customer cannot do so. This must be noted in the remarks column of the Service Order and Appointment Log (Exhibit 31). At least two of the Contractor's lead employees shall attend self-help classes within 2 months after NTP and yearly thereafter. These employees shall explain the self-help program to the Contractor's other field employees. Self Help consists of minor repairs such as changing a light bulb, painting touch up, and items not covered in Exhibit 9. Self Help is the Army unit function and for in-house employees.

C.5.2.6.6 Local fire alarm work (not tied into the Fort Lewis system) is part of the Contract, except heat and smoke detectors shall be checked annually in barrack buildings.

C.5.2.6.7 Intrusion Detection System (IDS) and security systems/components are not part of the Contract.

C.5.2.6.8 Locks are part of the Contract, except for high security and vault doors. The Contractor shall supply key replacement, locks or re-key when directed. The contractor shall notified the COR when the customer exceeds the key count in the contract. This shall consist of lack of key control or request for new work by the customer.

C.5.2.6.9 Backflow preventor maintenance is not part of the Contract

C.5.3 WORK RECEPTION:

C.5.3.1 Contractor shall operate the work reception center for service orders generated by building occupants/owners and PW management.

C.5.3.1.1 The Contractor shall operate a telephone system with "stacking" capabilities, e.g. answer call and hold for available work reception operator. This system shall be able to stack or hold up to five calls at a time. The Contractor shall have sufficient operators to keep caller-waiting time to a maximum of five minutes with an average of two minutes and spend no more than three minutes per call. The telephone system shall have a feature that allows the caller to select a number on the dial for either routine or emergency work, giving priority to emergencies. A "reassuring" customer service message shall also be played every thirty seconds while the occupant is on hold.

C.5.3.1.2 The Contractor shall record all telephone calls and identify this when answering the call. A copy of the recorded call will be submitted on a weekly basis to PW Requirements and Programs Branch through ECMD. The copy will be checked on a random basis for Contractor customer service relations and may be used to settle a dispute between occupants and the Contractor should any arise.

C.5.3.1.3 Each work reception operator shall be familiar with and practice good customer relations. An occupant problem the Contractor cannot resolve through good customer relations will be referred to PW Customer Relations at 967-3131. If evidence indicates through a verified customer complaint or otherwise that the Contractor has displayed bad customer relations consistently in a two week period a Contract Reminder (Exhibit 18) will be issued by the COR. If the problem persists a Contract Discrepancy Report (Exhibit 16) will be issued and appropriate action taken.

C.5.3.1.4 Each work reception operator shall also be familiar with all self-help items that R&U personnel are normally capable of performing (see Fort Lewis Regulation 420-4). Each occupant shall be questioned as to whether they have attempted to correct the problem using self-help or talked to their R&U person. (the exception would be deployed

troops). If the occupant has attempted to correct the problem, but has been unsuccessful, the Contractor shall issue a service order to accomplish the work. This will be noted on each service order (the use of self-help) and be reflected in the remarks column of the Service Order and Appointment Log (Exhibit 31). If evidence shows the Contractor is not following this procedure consistently over a two-week period a Discrepancy Report (Exhibit 16) will be issued. If the problem persists a Contract Reminder (Exhibit 18) will be issued and appropriate action taken. ROTC and WSO shall have self-help service orders completed by the Contractor.

C.5.3.1.5 For occupant calls that are for work the Contractor is not responsible for, e.g. outside the scope of this Contract, fire calls, etc., the caller will be referred to 911 for fire and 967-4713 (PW Service Desk) for all other calls. After normal duty hours call 967 3131

C.5.3.1.6 Requests for routine work should be limited from 0730 (7:30 AM) to 1600 hours (4:00 PM). The Contractor shall perform only emergency work outside of these hours.

C.5.3.1.7 All Contractor personnel shall be familiar with the three work priorities and task classification. Each work reception operator shall keep a copy for public viewing and as a quick reference. The caller will be given the work priority at the time of the service call and the information will also be entered on the service order. The information may be randomly verified from time to time by PW personnel for correct priority and task classification. Task Service Order classification will become part of the records as listed in Item 1.3 of the Performance Requirements Summary (PRS).

C.5.3.1.8 Work priorities are defined in Section C.2.

C.5.3.1.9 An inability or unwillingness on the part of the Contractor to correct problems as defined could result in the Contractor being classified as furnishing unacceptable performance in these areas.

C.5.3.2 Service orders may be computer generated (Exhibit 13), handwritten or typed DA Forms 4287 or verbally by telephone.

C.5.3.3 Service orders shall be numbered sequentially by Julian date and numerical three digits for the service number that day by the Contractor. Service order form shall have, as a minimum, the following information entered: name of caller or occupant, building or facility number, telephone number or duty telephone number, nature of service call (specific complaint such as no heat, toilet plugged up, etc.), priority code, date and time service order was actually received and completed, and the signatures of the occupant and the Contractor's employee who performed the work to indicate the work order was completed. Service Order numbers shall be given to the originator at the time the service order is called in to the work reception center.

C.5.3.4 Contractor shall give each service order requestor an estimated date and time that the work will be performed, or upon request, a prearranged schedule date and time frame.

C.5.3.5 The Contractor shall send the original service orders to the COR daily and maintain a file copy. Contractor shall retain each daily file copy for 31 calendar days. After that time, the files may be consolidated. The Contractor shall retain all service orders for the life of the Contract, after which they shall become the property of the Government. The service orders may be on disk. Contractor shall operate his work reception center 24 hours a day, 7 days a week, for the term of the Contract. Work Reception Center shall be fully manned during normal duty hours and shall be organized to receive and respond to service orders during non-duty hours with a minimum of one individual manning the telephone.

C.5.3.6 The Contractor shall enter all service orders into a computer-generated program using Access, D-Base or Excel as a Microsoft format. All information as called for in Exhibit 31 shall be included. This service order and appointment log shall be downloaded daily onto the PW LAN System by modem or direct link. This will include completed as well as new service orders. PW will give the Contractor password access for downloading this information only.

C.5.3.7 The Contractor shall keep a kitchen equipment log generated from service orders from user for kitchen equipment repair. When kitchen equipment repair work is done the Contractor shall note all information as required in Exhibit 14 and keep a computer log similar to that required in this paragraph. Using password access and modem or direct link the Contractor shall download completed appliance service order log information to (ECMD) on a weekly basis. **The Government retains at its sole discretion if any equipment (appliance) is to be replaced.**

C.5.3.8 The PW Service Desk, at 967-4713 has a standard operating procedure (SOP) manual for taking service calls and self-help tasks, which is available for the Contractors' use.

C.5.4 Accomplishment of work.

C.5.4.1 Response and completion times are shown in Exhibit 6.

C.5.4.2 Service orders (general).

C.5.4.2.1 The Contractor shall request that the occupant/owner sign each service order and copy upon completion. If the occupant refuses, annotate the service order and copy with "occupant refuses signature".

C.5.4.2.2 Signature by the occupant does not mean acceptance by the Government, only that the Contractor was present and did perform some work.

C.5.4.2.3 The occupant may use the remarks section of the service order to make statements, provided the statements are initialed by the occupant.

C.5.4.2.4 Return the original completed service orders to Contract Management Branch within two (2) working days after completion.

C.5.4.2.4.1 The Contract manager or quality control representative and the trades people verifying the work shall sign each completed service order. Work done or reasons why work was not done shall be annotated on each service order under the Remarks section.

C.5.4.2.4.2 Completed service orders shall show exact manhours and material on each completed service order.

C.5.4.2.4.3 Manhours shall be recorded to the nearest 1/4 of an hour. Manhours shall include all travel time and material-gathering time directly associated with the service order.

C.5.4.2.4.4 The actual time arriving and leaving the building shall be logged on the service order.

C.5.4.2.4.5 For each task completed a record shall be added to the Service Order and Appointment Log. Service orders may require the completion of multiple tasks before they are completed.

C.5.4.2.5 Material acquisition is the responsibility of the Contractor. If the completion times cannot be met, the Contractor shall notify the occupant and ECMD. The Contractor shall provide an anticipated completion date to all parties notified and diligently pursue expediting equipment or materials to accomplish the work. If, in the opinion of the Contracting Officer, the delay was within the Contractor's control, deductions to payments may be made and a CDR may be issued. As an example, a service order to replace a standard interior door is given and the Contractor does not complete this work until 6 working days after notification. The Contractor states that the door was a special order, however, a review of local door manufacturers/suppliers indicates that these doors are an "on the shelf" item. Therefore, a payment deduction may be taken, a CDR issued, or both. Material acquisition times are included in the required completion times. See paragraph C.5.2.8 for weekly back-ordered parts reporting.

C.5.4.3 Task service orders.

C.5.4.3.1 Work shall conform to the tasks listed in Exhibit 9 and shall comply with the quality and standards specified in Exhibits 12.

C.5.4.3.2 For deductions for unacceptable work, refer to Exhibit 3, PRS. Punch lists and deficiencies shall be corrected and the lists returned within two working days, in accordance with Exhibit 29.

C.5.5. NOT USED

C.5.6 Computer System Data and Update.

C.5.6.1 The data provided must be on a commercially available software system that is capable of sorting, when queried, by columns, rows, dates, totals, and keywords, as a minimum. Floppy disks or CDs provided shall be titled by information on the disk or CD and inclusive dates. Software shall be compatible with dBase III Plus and Excel Microsoft programs.

C.5.6.2 Complete data update shall be done on a daily basis for service order and appointment log at 0800 hours on Government workdays. Data shall be transmitted by computer via modem or hardwire on the following workday. Service orders shall be transmitted as they are generated (See paragraphs C.5.3.7 and C.5.3.8). Floppy disks or CDs with each day's service order data shall be given to Contract Management Branch on a weekly basis.

C.5.6.3 Hard copies of all reports and requirements shall be provided as specified in Exhibit 4.

C.5.6.4 Data, floppy disks or CDs and reports will be the sole and exclusive property of the Government. All data, floppy disks, CDs and reports shall be turned over to the Government Requirements and Programs Branch (R & P) upon expiration or termination of the Contract. The Contractor shall purge all data and records from the Contractor's computer system. The Government retains the right to verify that all data and records have been purged.

C.5.6.5 The Contractor's complete system, less data, floppy disks, CDs and reports, will remain the Contractor's property.

C.5.6.6 Final payment will be withheld until all records are turned over, which shall be within three weeks after Contract expiration or termination.

C.5.7 Preventive Maintenance (PM) Work. Work shall be cyclic scheduled and completed by the Contractor on selected buildings. (See Exhibit 11 for further information.)

C.5.7.1 Heat Maintenance:

C.5.7.1.1 Contractor shall perform the work required to maintain and repair selected temporary building heating systems at Fort Lewis. Work shall include responding to all service calls, troubleshooting, repair, maintenance and instructions to occupants on the care and operation of the heating systems. Each heating system shall be maintained and repaired in accordance with the Contract and each heating unit manufacturer's installation, maintenance, repair and operational instructions and procedures. Completed work shall be tagged with the Contractor's name, date of completion and description of work completed.

C.5.7.1.2 The Contractor shall submit a monthly schedule at least 30 calendar days prior to starting preventive maintenance. The schedule shall be submitted to ECMD. The schedule shall show buildings and dates of proposed work.

C.5.7.1.3 The Contractor shall submit for approval to the Contracting Officer within 10 calendar days after exercise of the option for such work, one (1) copy of a trouble-shooting and service check list developed for each heating unit

and type of heating system shown in the Exhibit 36 "Equipment List". Any heating unit of a type not shown in the Exhibit 36 shall have a troubleshooting and service checklist developed and submitted to the Contracting Officer within 10 calendar days of finding the unit. The Contractor shall note the make, model number, serial number and size in the record file and heat maintenance log. The checklists shall be in accordance with the Contract and each manufacturer's installation, maintenance, repair and operational instructions. Where the Contract is specific the Contract shall be followed over the manufacturer's recommendations. The checklists shall be used during the duration of the Contract to ensure that service calls and maintenance are accomplished with a high degree of uniformity.

C.5.7.1.4 The Contractor shall perform service calls as previously specified.

C.5.7.1.5 The Contractor shall perform preventive maintenance of each forced-air furnace and heating system. The work shall include any equipment manufacturer's required or recommended maintenance and cleaning, and as a minimum, shall include those items listed in Exhibit 11 Preventative Maintenance Checklists. This work can be performed in conjunction with service calls; however, the Contractor shall document the maintenance work on the Heat Maintenance log, Exhibit 33. The Heat Maintenance log shall be updated daily on floppy disk and submitted to ECMD at the same time as service order logs. The Contractor shall show each building completed each day and previously completed building during each month and cumulative completed totals each day during each year.

C.5.7.1.6 The Contractor shall perform safety inspections of each forced-air furnace, boiler, hydronic heating system and water heater. The work shall include, as a minimum, those items listed in Exhibit 11. Preventive Maintenance Checklists. The Contractor shall note findings of any deficiencies, unsafe conditions and/or conditions which do not comply with NFPA Standards. The Contractor is required to make repairs during the safety inspections. All repairs shall bring systems in compliance with NFPA standards. Repairs shall be made under appropriate Task Service Order Items, or Labor and Material Line Item. If repair is other than Task Service Order Item an estimate shall be submitted to ECMD for approval. The Contractor shall show each buildings completed each day and previously completed buildings during each month and cumulative completed totals each day. See Exhibit 4 for inspection submittal.

C.5.7.1.7 Ductwork shall be inspected during the annual inspection for obstructions, loose connections and dirt or dust. The Contractor shall remove obstructions and perform repairs to loose connections, reinstall or replace and set the discharge louvers and return air grills.

C.5.7.1.8 Heat Duct cleaning shall include removal of soot, dirt, and foreign objects from heating ducts.

C.5.7.1.9 Contractor shall repair or replace condensate or circulating pumps as required to maintain or repair the heating systems.

C.5.7.1.10 Replacement, cleaning or repair of natural gas lines (from meter set to point of use) and fuel oil lines from the tanks shall be performed by the Contractor.

C.5.7.1.11 Contractor shall perform one preventive maintenance per Contract period of each gas-fired water heater in conjunction with the preventive maintenance performed on each other heating system in the building. Buildings with hydronic heating systems and boilers will require one preventive maintenance of water heaters per Contract period. The preventive maintenance shall include the equipment manufacturers' required or recommended maintenance and cleaning, and as a minimum, shall include those items listed in Exhibit 11A and 11B.

C.5.7.1.12 Contractor shall perform all other work required to service and maintain heating systems.

C.5.7.2 The Contractor shall replace all 9 volt batteries and smoke test all detectors in awarded barracks buildings yearly (approximately 3,200 detectors), and each time building is newly occupied.

C.5.8 Kitchen Equipment

C.5.8.1 Provide continuous maintenance services to Government-owned electric ranges, gas ranges, refrigerators, ice makers, juice machines, freezers, stove top extinguishers, tilt grills, range hoods and kitchen exhaust fans.

C.5.8.2 Provide preventive maintenance services and cleaning for Government-owned electric ranges, gas ranges, freezers and refrigerators. See Exhibit 38. The Contractor shall provide replacement range hoods, kitchen and bathroom exhaust fans, and stovetop extinguishers.

C.5.8.3 Provide relocation and new installation services for Government-owned kitchen equipment.

C.5.8.4 Repair or replace kitchen range hoods, kitchen exhaust fans, and stovetop extinguishers.

C.5.8.5 When the Contractor receives a service order to remove an appliance from Buildings without replacing the appliance, the Contractor shall provide service order copies as follows: Original and one copy shall be delivered to the Contract Management Branch and one copy to the User Property Administrator, and one copy shall be kept by the Contractor. It is estimated that this will be required no more than 25 times per year.

C.5.8.6 Appliance Tags: Contractor shall tag and date each continuous or preventive maintenance service performed on each major appliance. Information shall describe what service was performed. Service tags shall be attached to back of each appliance. Size of service tags shall be 2 inches x 3 inches minimum. Remove any existing tags, after placing new tags.

C.5.8.7 In the event an appliance, except Contractor furnished exhaust fans cannot be serviced within the time specified for service orders, the Contractor shall substitute another appliance at no additional cost to the Government. Substitute appliances may be Government furnished or the Contractor may provide if ordered by the CO under miscellaneous parts. Labor shall be included with the service order at no additional cost if an appliance is ordered to be purchased under miscellaneous parts. Note: Substitution is a continuous maintenance service, not a new installation or relocation. The Contractor shall provide substitute range hoods and exhaust fans at no additional cost.

C.5.8.8 Protection of Government Property: Government property shall be protected against damage and deterioration. Any and all parts, equipment or real property, which may become damaged or adversely affected, shall be restored; this includes but is not limited to grounds restoration (due to truck-damaged lawn), cleaning of equipment and building structure (due to dirt, grease or offensive odor), etc.

C.5.8.9 Receipt: The Contractor shall provide the Contracting Officer or his representative with a receipt listing all items of Government property accepted into his care for service at the time the Contractor receives the Government property.

C.5.8.10 The Contractor shall furnish an annual inventory for Government appliances in his possession, not yet installed. Additional inventories shall be done when requested by the Property Administrator. The Contractor shall update and resign the hand receipt within two working days after the inventory is complete. The original inventory sheet with date and Contractor's signature shall be provided to the Property Administrator, one copy to PW ECMD, and the Contractor shall retain one file copy.

C.5.8.11 Removed Government-owned Material: All property removed or replaced remains the property of the U.S. Government and shall be returned by the Contractor to a place of storage as designated by the Contracting Officer.

C.5.8.12 If the Contractor determines that an appliance cannot be repaired on site within the specified time, the Contractor shall replace the appliance with an appliance received from the Government. When the original appliance is repaired it shall be returned to the original Building or retained by the Contractor for future issue.

C.5.8.13 Contractor shall notify ECMD, when there are appliances that should be inspected by the Government to confirm if the appliances are economically repairable. It is the Contractor's responsibility to request this inspection. The Contractor shall not leave requests up to the troop-building occupants if the appliance needing to be inspected

is located in the troop areas. The following written information shall be furnished by the Contractor for each appliance to be inspected:

- a. Description of the appliance. (e.g., freezer)
- b. Age of the appliance.
- c. Manufacturer of the appliance.
- d. Model # of the appliance.
- e. Serial # of the appliance.
- f. Detailed description of malfunction(s).
- g. What parts and labor are needed for repair and their costs?
- h. Justification to explain why appliance cannot be economically repaired.

C.5.8.14 Contractor shall furnish a list of kitchen equipment, except kitchen exhaust fans that are not economically repairable to ECMD. The list shall include a description of each appliance and serial number. The list shall be delivered not later than five (5) working days after the Government performs the inspection. A copy of this list shall be sent to ECMD. The Contractor shall provide a computer data list of not economically repairable appliances to ECMD by the third working day of the following month.

C.5.8.14.1 NOT USED

C.5.8.15 NOT USED

C.5.8.16. The Government, in its sole discretion, will determine whether or not an appliance (Government furnished only) is economically repairable.

C.5.8.17 Salvage: Kitchen and bathroom exhaust fans that are not economically repairable shall become the Contractor's property upon removal from the work site. The Contractor shall be required to maintain an accountable record of all salvaged parts used on a specific repair job and those remaining in inventory upon completion of the repair job. Salvaged parts used in the repair of any appliance shall be treated by the Contractor as Government furnished material. All salvage in the possession of the Contractor upon expiration or termination of the Contract shall be returned to the Government.

C.5.8.18 Supply of Parts: The Contractor shall maintain an adequate supply of parts on hand for all units at all times during the term of the Contract. The Government does not warrant that it will require any part or any specific quantity of any part nor does it assume any responsibility for unused parts at the termination or expiration of this Contract. The Contractor shall supply upon request to the Contracting Officer or his authorized representative, two (2) copies of a complete parts catalog with a current price list for those name brand machines representing a substantial percentage of the total machines in use when requested. This price list shall be kept current by the Contractor. Non-repairable appliances may be removed and cannibalized by the Contractor as needed and used to repair appliances under the terms of this Contract.

C.5.8.19 Kitchen Equipment Information: Information on types of kitchen equipment is shown in Exhibit E38.

C.5.8.20 New Appliance and Inventory Log: At the time the Contractor puts a new appliance into service or repairs an appliance extending its service life, a data sheet shall be filled out (See Exhibit 14) and entered in a computer log. Once an appliance has been inventoried and entered into the log it need not be re-inventoried except as repairs are accomplished. At a minimum the following information shall be provided:

- a. Description of the appliance. (e.g., clothes dryer).
- b. Age of the appliance.
- c. Date put in service (actually installed if new).

- d. Date taken out of service (if determined to be economically not repairable, if still in service so state).
- e. Location (building).
- f. Overall appearance (e.g. clean, new, old, dirty, dents, etc.).
- g. Manufacturer of the appliance.
- h. Model # of the appliance.
- i. Serial # of the appliance.
- j. Total cost upon completion of repairs.
- k. Expected or extended service life.
- l. Date of repair or inspection.
- m. Name and signature of technician or inspector. All the above information shall be retrievable from the computer log by tagging any category of information.

C.5.9 CONTRACTOR OCCUPANT COORDINATION.

C.5.9.1 Occupied Buildings. Contractor personnel shall not enter occupied buildings unless admitted by a responsible person who has access. In an emergency, permission to enter the building shall be obtained through the COR during normal duty hours 0730-1600 hours, Monday through Friday, or the Staff Duty Officer after duty hours (lock outs excluded).

C.5.9.2 Scheduling Maintenance. The Contractor shall coordinate services with the occupant. Contractor shall give each service order requestor an estimated calendar date the service will be performed. In case of a change to the estimated date, the Contractor shall notify the requestor by phone or by leaving a note on the door of the building. If the Contractor makes a call to a building and the occupant is not there, the Contractor shall attach a card to the door stating the date and time of call and requesting the occupant to call the Contractor for rescheduling. If the occupant does not respond to the card within three working days, the COR shall be notified in writing on the service order that is to be canceled.

C.5.9.2.1 Upon calling in a priority service order, the occupant may request a prearranged scheduled date, and a two hour time frame on the requested date, to perform the work. This provision shall apply only to work where access to the inside of the building is required. Scheduled appointments shall be made within the allowable time frame according to the service order priority assigned.

C.5.9.2.2 If the occupant fails to keep the scheduled appointment without notifying the Contractor, the service order shall be canceled by the Contractor, and the COR informed, in writing of the circumstances. If the Contractor fails to keep the scheduled appointment without notifying the occupant, the COR may issue a Contract Reminder (CR) to the Contractor and take such other action as stated in the Performance Requirements Summary. The Contractor shall then reschedule the appointment and complete the work within two working days after receipt of the CR.

C.5.10 Indefinite Quantity Delivery Contract Requirements.

C.5.10.1 NOT USED

C.5.10.1.1 NOT USED.

C.5.10.1.2 NOT USED;

C.5.10.2 Time and Material (T&M) Services: Work shall be ordered and will be limited to unusual or non-recurring work as determined by the Contracting Officer Representative. (See Contract Clauses.)

C.5.10.2.1 The Contractor is authorized to perform T&M work that is not otherwise specified in the Contract under a task item, or already included elsewhere under a CLIN, without prior approval from the Contracting Officer (CO), provided the work estimate does not exceed \$2,000.00. However, prior to proceeding, the Contractor shall coordinate the effort and obtain approval from the Contracting Officer's Representative (COR). Coordination documentation to be provided the COR will include a description of the scope of work with estimated man-hour, material costs, and/or subcontractor costs. Upon completion of the work, the Contractor will submit to the COR documentation substantiating all T&M work performed by actual man-hours, materials expended and/or subcontractor costs.

C.6 APPLICABLE DOCUMENTS.

Documents applicable to work performed under this Contract are listed below. The Contractor shall follow sections that are applicable in their scope to the activities he undertakes in performing this Contract. (For example, if in carrying out his Contractual responsibilities, the Contractor stores flammable liquids on Fort Lewis, he shall do so in accordance with Fort Lewis Regulation 385-15, listed in paragraph C.6.13 below.) All publications listed herein may be made available for review by prospective offerors. Publications may be made available to the Contractor at the start of the Contract. Publications that cannot be provided by the Government shall be the Contractor's responsibility for obtaining at no additional cost to the Government. Supplements or amendments to publications may be issued during the life of the Contract and shall be considered to be in full force and effect immediately upon receipt by the Contractor. If any supplement or amendment would result in a change in the Contractor's price, the Contractor shall notify the CO before implementing the change(s).

C.6.1 American Society for Testing and Materials (ASTM):

ASTM-B-32	Solder Metal
ASTM-B-88	Standard Specification for Seamless Copper Water Tube
ASTM-C-547	Mineral Fiber Preformed Pipe Insulation
ASTM-C-669	Glazing Compounds for Back Bedding and Face Glazing of Metal Sash
ASTM-C-1036	Standard Specifications for Glass
ASTM-C-1048	Standard Specifications for Heat-Treated Flat Glass Kind HS, Kind FT Coated and Uncoated Glass
ASTM-D-226	Standard Specifications for Organic Felt Used in Roofing and Waterproofing
ASTM-E-84	Surface Burning Characteristics of Building Materials

C.6.2 American Gas Association (AGA) Publications:

DCAA	Directory of Certified Appliances and Accessories (January 1987)
------	--

C.6.3 American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE):

102-83

Nonelectric Nonpneumatic Thermostatic Radiator Valves,
Methods of TestingC.6.4 American Society of Mechanical Engineers (ASME)Publications:

ASME B16.18

Cast Copper Alloy Solder Joint Pressure Fittings

ASME B16.22

Wrought Copper and Copper Alloy Solder Joint Pressure
FittingsC.6.5 American Water Works Association (AWWA) Publication:

C 800 -89

Underground Service Lines, Valves and Fittings

C.6.6 Army Engineer Manual:

EM 385-1-1

Safety and Health Requirements
ManualC.6.7. Army Regulations and Pamphlets:

AR 190-13 and

The Army Physical Security Supplement Program

AR 200-1

Environmental Protection and Enhancement

AR 210-6

Furniture & Household Equipment Support for Family Housing &
Bachelor Housing

AR 385-40

Accident Reporting and Records

AR 420-41

Utilities Contracts

AR 420-74

Natural Resources - Land, Forest
and Wildlife Management

AR 420-76

Pest Management Program

AR 420-90

Fire Protection

DA Pam 420-7

Natural Resources - Land, Forest,
and Wildlife ManagementC.6.8. Army Technical Manuals:

TM 5-630

Grounds Maintenance and Land Management

C.6.9 Builder Hardware Manufacturer's Association (BHMA):

BHMA A156

Series Standards

C.6.10 Federal Specifications:

TT-E-508C

Enamel, Interior, Semigloss, Tints and White

TT-E-509C	Enamel, Odorless, Alkyd, Interior Semigloss, White and Tints
TT-P-19D	Paint, Latex (Acrylic Emulsion, Exterior Wood and Masonry)
TT-P-645A	Primer, Paint, Zinc Chromate, Alkyd Type
TT-P-650(1)	Primer Coating, Latex Base, Interior, White (for Gypsum Wallboard)
TT-P-1511B	Paint, Latex (Gloss and Semigloss, Tints and White) (for Interior Use)

C.7 EXHIBITS

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E-2	Types and location of Air conditioning units
E-3	Performance Requirements Summary (PRS)
E-4	Data Requirements (Deliverables)
E-5	Estimated Service Frequency
E-6	Response and Completion Times
E-7	Task Item Service Order Monthly Report
E-8	Invoices (Instructions on Submitting)
E-9	Task Items for Service Orders
E-10	Monthly Cost Decrease for Demolished Buildings
E-11	Preventative Maintenance Checklists
E-12	Quality and Standards of Work
E-13	Computer Generated Service Orders
E-14	Kitchen Equipment Inventory Log
E-15	Offices and Phone Numbers for Questions or Problems
E-16	Contract Discrepancy Report
E-17	HFL Form 1235
E-18	Contract Reminder Number _____
E-19	Return Call Tag Temporary Building Maintenance
E-20	NOT USED

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E-22	Building List
E-23	Environmental Protection Fort Lewis
E-24	NOT USED
E-25	Estimated Yearly Totals for Task Item Service Orders
E-26	NOT USED
E-27	NOT USED
E-28	Fort Lewis Digging Permit
E-29	HFL 1236 Nonconformance Inspection Report
E-30	Computer Data Input
E-31	Service Order and Appointment Log
E-32	NOT USED
E-33	Heat Maintenance Log
E-34	Replaced Kitchen Equipment Log
E-35	NOT USED
E-36	Heating Equipment List and Quantities
E-37	Square Footage Totals
E-38	Dining Facility Equipment North Fort (Typical)
E-41	NOT USED
E-42	NOT USED
E-43	Backordered Parts Log
E-44	NOT USED
E-45	NOT USED
E-46	Application for an Completion of Asbestos Removal (Under Fort Lewis Annual Permit)
E-47	Customer Service Survey
E-48	Window Putty Removal for Permit Fees
E-49	Hazardous Waste Accumulation Area Checklist
E-50	Environmental Documentation Review Sheet

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E-52	NOT USED.
E-53	Hazardous Material/Waste Inventory Report

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Section E - Inspection and Acceptance

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Section E - Inspection and Acceptance

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52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-15	Certificate of Conformance	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

52.246-6 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

(a) Definitions. As used in this clause –

"Contractor's managerial personnel," means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials," includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy

by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified. (i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of clause)

52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

"I certify that on _____ [insert date], the _____ [insert Contractor's name] furnished the supplies or services called for by Contract No. _____ via _____ [Carrier] on _____ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document."

Date of Execution: _____

Signature: _____

Title: _____

(End of clause)

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Section F - Deliveries or Performance

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Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-17 Government Delay Of Work APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)

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Section G - Contract Administration Data

SECTION G – ADMINISTRATION DATA

1. CONTRACT ADMINISTRATOR: Contract will be administered by:

Seattle District, Corps of Engineers
CENWS-CT-CB-MU
P.O. Box 3755
Seattle, WA 98124-3755

2. INVOICE SUBMITTAL: Submit all invoices, original and two (2) copies to:

US ARMY CORPS OF ENGRS
FINANCE CENTER CEFC-AO-P
5722 INTEGRITY DRIVE
MILLINGTON TN 38054-5005
TELEPHONE NO. 901-874-8556

3. CONTRACTING OFFICER'S AUTHORIZED REPRESENTATIVE:

See DFAR Clause 252.201-7000 -- attached.

CLAUSES INCORPORATED BY FULL TEXT

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

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Section H - Special Contract Requirements

SPECIAL CLAUSES

SECTION H - SPECIAL CONTRACT REQUIREMENTS

1. **PERIOD OF SERVICE.** This contract provides for a base period that begins at award, with performance to commence on 1 May 2003 and continue through

30 April 2004. This contract includes Four option years with performance periods as follows:

(a) Option Year 1: 1 May 2004 through 30 April 2005

(b) Option Year 2: 1 May 2005 through 30 April 2006

(c) Option Year 3: 1 May 2006 through 30 April 2007

(d) Option Year 4: 1 May 2007 through 30 April 2008

2. **CONTRACT PRICES-- FIXED ITEMS IN SECTION B, SCHEDULE.** The Government's payment for the Fixed Items listed in the Section B, Schedule, which will be paid monthly, shall constitute full compensation to the Contractor for-- (1) Furnishing all plant, labor, equipment, appliances, and materials; and (2) Performing all operations required to complete the work in conformity with the drawings and specifications. The Contractor shall include in the prices for the Fixed Items listed in the Schedule all costs for work in the specifications, whether or not specifically listed in the Schedule.

3. **ORDERING INDEFINITE QUANTITY/INDEFINITE DELIVERY (ID/IQ) ITEMS.**

a. Any supplies and services to be furnished under this contract for the ID/IQ Items in Section B, Schedule, shall be ordered by issuance of Task Service Orders on DD Form 1155 by the individuals or activities designated in this contract. Such orders may be issued throughout the contract periods.

b. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in Section B, Schedule, up to and including the quantity designated in the Schedule as the "not-to-exceed" amount.

c. Except for any limitations on quantities in the Schedule, there is no limit on the number or orders that may be issued.

4. **TASK SERVICE ORDER AND TIME AND MATERIALS ORDER LIMITATIONS.** See Section C, page C-5-1, paragraph C.5.1.1.2, for Task Service Order limitations. See Section C, page C-5-18, paragraph C.5.12.1, for Time and Material work limitations.

5. **APPLICABILITY OF CERTAIN CLAUSES ONLY TO EITHER THE SERVICE, TIME AND MATERIALS OR THE CONSTRUCTION PORTIONS OF THIS CONTRACT.**

a. The following clauses in Section I apply only to the service and the time and materials (ID/IQ) portions of this contract: 52.222-41 and 52.222-43. See the Index to Section I for identification of these clauses.

b. The following clauses in Section I apply only to the time and materials (IDIQ) portion of this contract: 52.242-1, 52.243-3, 52.249-6iv, and 52.249-14. See the Index to Section I for identification of these clauses.

c. The remaining clauses apply to all phases of this contract.

6. **CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT.** (242.204-7003) (APR 1992) The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the Contractor.

7. **RELEASE OF INFORMATION.** The Contractor shall not make news releases or otherwise provide information relative to the performance of this contract or information relative to any incident occurring on Fort Lewis, Washington, without prior approval of the Contracting Officer.

8. **CONTRACTING OFFICER'S AUTHORITY.**

a. The Contracting Officer (CO) is the only person authorized to approve changes or modify any of the requirements under this contract, and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely with the CO. In the event the Contractor or the Contractor's employee effects any such change at the direction of any person other than the CO, the change will be considered to have been without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

b. If the Contractor or the Contractor's employee believes technical direction given involves a change in contractual requirements, he/she shall immediately notify the CO. Such redirection or modification of contract terms will be accomplished by the issuance of change orders or supplemental agreements signed by the CO.

9. **SUCCESSOR CONTRACTING OFFICERS.** (52.0201-4001) The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

10. **RELATIONSHIP BETWEEN GOVERNMENT, CONTRACTOR, AND CONTRACTOR PERSONNEL.**

a. The Government and the Contractor understand and agree that the services to be delivered under this contract are non-personal services and that no employer-employee relationship exists or will exist under the contract between the Government and the contractor or between the Government and the Contractor's personnel. Further, the Contractor is not the Government's agent.

b. The Government will not exercise any supervision or control over contractor personnel performing services under this contract. Contractor personnel shall not become an integrated part of the Government organization in connection with performance under this contract.

c. The services to be performed under this contract do not required the Contractor or his/her employees to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor's employees shall act and exercise personal judgment and discretion on behalf of the Contractor.

d. Contractor personnel shall not be eligible, by virtue of performance under this contract, for payment by the Government of entitlements and benefits accorded federal employees. The entire consideration to the Contractor for performance of this contract is contained in the provisions for payment set forth in this contract.

11. **OPTION TO EXTEND THE TERM OF THE CONTRACT.** (52.217-9) (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days before completion of the contract period; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

12. **SHORT-TERM OPTION.**

a. The contract term may be extended, at the Government's option, for a period of up to six (6) months, in increments of not less than one (1) month. If the contract contains an unexercised option, this short-term extension(s), shall be subtracted from the total duration of the immediately succeeding option period that may follow as a result of exercise of the clause 52.217-9 "Option to Extend the Term of the Contract" and the annual option period shall not exceed a 12-month duration.

b. This option may be exercised by the Government by unilateral modification at least seven (7) calendar days prior to expiration of the contract period, as such period may have been extended; provided that the Contracting Officer shall have given notice of the Government's intention to exercise the option at least 15 calendar days before this contract is to expire. If the Government exercises this option, the contract as renewed shall be deemed to include this option provision.

c. For wage rates, the rates shall be the rates and fringe benefits that are applicable to the appropriate contract period (i.e., the wage determinations are in effect for 12 months, and then shall be updated to reflect current wage determinations.

13. **INSURANCE - WORK ON A GOVERNMENT INSTALLATION.** (FAR 52.228-5) (JAN 1997)

a. The Contractor shall, at its own expense, provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance required in the Insurance Liability Schedule or elsewhere in the contract.

b. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective:

(1) for such period as laws of the State in which this contract is to be performed prescribe; or

(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

c. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

d. Insurance Liability Schedule (FAR 28.307-2)

(1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when Contract operations are so commingled with a Contractor's commercial operation that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(2) General Liability.

(A) The Contracting Officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(B) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(3) Automobile liability. The Contracting Officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing work under the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(4) Aircraft public and passenger liability. When aircraft are used in connection with performing work under the contract, the Contracting Officer shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(5) Vessel liability. When contract performance involves use of vessels, the Contracting Officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

(6) Environmental Liability. If this contract includes the transport, treatment, storage, or disposal of hazardous material waste the following coverage is required. The Contractor shall ensure the transporter and disposal facility have liability insurance in effect for claims arising out of the death or bodily injury and property damage from hazardous material/waste transport, treatment, storage and disposal, including vehicle liability and legal defense costs in the amount of \$1,000,000 as evidenced by a certificate of insurance for General, Automobile, and Environmental Liability Coverage. Proof of this insurance shall be provided to the Contracting Officer.

14. **PERMITS AND LICENSES**. Unless otherwise specified in this contract, the Contractor shall obtain any necessary licenses and permits, give all notices, and comply with any applicable Federal, State, County or municipal laws, codes and regulations in connection with this contract.

15. **POSTAWARD CONFERENCE**. (52.242-7000) (DEC 1991) The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5.

16. PROPOSED KEY PERSONNEL AND PROPOSED MINIMUM QUALIFICATIONS OF KEY PERSONNEL AND PROPOSED SUBCONTRACTORS. Any proposed

(a) key personnel, (b) minimum qualifications for incoming or replacement key personnel, and (c) subcontractors will be incorporated into the contract resulting from this solicitation and shall be limited to individuals, qualifications, and firms that were specifically identified and agreed to during negotiations. The Contractor shall obtain the Contracting Officer's written consent before making any substitutions.

17. **YEAR 2000 WARRANTY**: In accordance with FAR 39.106, the Contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task orders issued under this contract, all information technology contained therein shall be Year 2000 compliant. Specifically:

(1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task order which may be affected by the Y2K compliance requirement.

(2) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to Government acceptance.

18. OPTION FOR INCREASED QUANTITY (FAR 52.217-6)

The Government may increase the quantity of services or supplies called for in the Schedule at the unit prices specified. The Contracting Officer may exercise any or all of the optional items by written notice up to 180 calendar days after fixed items award for the base and option years. Delivery of the added items shall be in accordance with the requirements stated in the contract for these optional items, unless the parties otherwise agree.

19. Security Contract Language for all Corps of Engineers' Unclassified Contracts.

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (to include grants, cooperative agreements and task orders) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, and Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the Seattle Corps of Engineers District Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entitle (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the Seattle Corps of Engineers District Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the Seattle Corps of Engineers Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services). The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the U.S. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment authorization Document issued by the INS which contains a photograph (INS Form I-688B).

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52.202-1	Definitions	DEC 2001
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52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.217-8	Option to Extend Services	NOV 1999

52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-44	Fair Labor Standards And Service Contract Act - Price Adjustment	FEB 2002
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	JAN 1991
52.230-2	Cost Accounting Standards	APR 1998
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-2	Subcontracts	AUG 1998

52.244-5	Competition In Subcontracting	DEC 1996
52.245-4	Government-Furnished Property (Short Form)	APR 1984
52.247-2	Permits, Authorities, or Franchises	JAN 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7004	Required Central Contractor Registration	NOV 2001
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.225-7036	Buy American--North American Free Trade Agreement Implementation Act--Balance of Payments Program	MAR 1998
252.225-7037	Duty Free Entry--Eligible End Products	AUG 2000
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises--DoD Contracts	SEP 2001
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

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Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

52.202-1 DEFINITIONS (DEC 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if--

(i) Such services are procured for support of an item referred to in paragraph (c)(1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and

(ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services--

(i) Catalog price means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and

(ii) Market prices means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(g) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(h) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights

that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

- (1) Providing or attempting to provide or offering to provide any kickback;
 - (2) Soliciting, accepting, or attempting to accept any kickback; or
 - (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
 - (2) Rescind the contract with respect to which--
 - (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--
 - (A) Exchanging the information covered by such subsections for anything of value; or
 - (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
 - (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.
 - (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
 - (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.
- (End of clause)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
(JAN 1997)

- (a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.
- (b) The price or fee reduction referred to in paragraph (a) of this clause shall be--
 - (1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
 - (2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;
 - (3) For cost-plus-award-fee contracts--

- (i) The base fee established in the contract at the time of contract award;
 - (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
- (4) For fixed-price-incentive contracts, the Government may--
- (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
 - (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.
- (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
 - (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid,

proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include

profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section

505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

(End of clause)

52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because--

(1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(c)(1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-- MODIFICATIONS (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the “as of” date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the “as of” date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the “as of” date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either--

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data--Modifications.

52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall--

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

(End of clause)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional

supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 DAYS OF THE EXPIRATION OF THE CONTRACT..

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **15 days** provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **a total of five (5) years**.

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business,

veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns;

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) HUBZone small business concerns;
- (iv) Small disadvantaged business concerns; and
- (v) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated)

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether HUBZone small business concerns were solicited and, if not, why not;

(D) Whether small disadvantaged business concerns were solicited and, if not, why not;

(E) Whether women-owned small business concerns were solicited and, if not, why not; and

(F) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owner small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary

by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(End of clause)

52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a

sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

- (a)(1) The worker is paid or is in an approved work training program on a voluntary basis;
 - (2) Representatives of local union central bodies or similar labor union organizations have been consulted;
 - (3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and
 - (4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
- (b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (SEP 2000)

- (a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- (b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability-

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(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS,
VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) **Obligation to Furnish Fringe Benefits.** The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) **Minimum Wage.** In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) **Successor Contracts.** If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) **Notification to Employees.** The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage

and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or

advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of

contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE
ADJUSTMENT (FEB 2002)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to Contractor collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The contract price or contract unit price labor rates will be adjusted to reflect increases or decreases by the Contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with--

(1) An increased or decreased wage determination applied to this contract by operation of law; or

(2) An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(d) Any such adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and to the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance; it shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(e) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after the effective date of the wage change, unless this period is extended by the Contracting Officer in writing. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(f) The Contracting Officer or an authorized representative shall, until the expiration of 3 years after final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's

workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitute not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type contract.

- (ii) The target cost of a cost-plus-incentive-fee prime contract.
 - (iii) The target cost and ceiling price of a fixed-price incentive prime contract.
 - (iv) The price of a firm-fixed-price prime contract.
- (3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.
- (4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.
- (c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.
- (End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

- (a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.
- (b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)
- (End of clause)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

3. The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101.to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance,

and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.230-2 COST ACCOUNTING STANDARDS (APR 1998)

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall--

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to subparagraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of subparagraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621 of the Internal Revenue Code of 1986 (26 U.S.C. 6621) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$500,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

52.232-7 PAYMENTS UNDER TIME AND MATERIALS AND LABOR HOUR CONTRACTS (DEC 2002)

The Government will pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate. (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) of this section, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) of this section.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to

agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and subcontracts. (1) The Contracting Officer will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Direct materials, as used in this clause, are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product.

(2) The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.

(3) The Government will reimburse the Contractor for supplies and services purchased directly for the contract when the Contractor--

(i) Has made payments of cash, checks, or other forms of payment for these purchased supplies or services; or

(ii) Will make these payments determined due--

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(4)(i) The Government will reimburse the Contractor for costs of subcontracts that are authorized under the subcontracts clause of this contract, provided that the costs are consistent with paragraph (b)(5) of this clause.

(ii) The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for supplies and services purchased directly for the contract when the Contractor has made or will make payments determined due of cash, checks, or other forms of payment to the subcontractor--

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(iii) The Government will not reimburse the Contractor for any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(5) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(c) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the

Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) of this section), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred

by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(h) Interim payments. (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the _____ (Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(End of clause)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date.

When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

- (a) Withholdings pursuant to any clause relating to wages or hours of employees;
- (b) Withholdings not specifically provided for by this contract;
- (c) The recovery of overpayments; and
- (d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

(End of clause)

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any

demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.232-25 PROMPT PAYMENT (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless

otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a

specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in

accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The

Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request

shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from _____. (Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of

work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish

phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties,

if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.243-3 CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

(7) Amount of Government-furnished property.

(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

(1) Ceiling price.

(2) Hourly rates.

(3) Delivery schedule.

(4) Other affected terms.

(c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

(End of clause)

52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

(1) For reasonable wear and tear;

(2) To the extent property is consumed in performing this contract; or

(3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.246-20 WARRANTY OF SERVICES (MAY 2001)

4. Definition.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor _____. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

52.247-2 PERMITS, AUTHORITIES, OR FRANCHISES (JAN 1997)

(a) The offeror does (), does not (), hold authorization from the Federal Highway Administration (FHWA) or other cognizant regulatory body. If authorization is held, it is as follows:

(Name of regulatory body)

(Authorization No.)

(b) The offeror shall furnish to the Government, if requested, copies of the authorization before moving the material under any contract awarded. In addition, the offeror shall, at the offeror's expense, obtain and maintain any permits, franchises, licenses, and other authorities issued by State and local governments.
and local governments.

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored,

within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss

on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

5. The use in this solicitation or contract of any _____ (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

6. If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER
DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) “Arising out of a contract with the DoD” means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) “Conviction of fraud or any other felony” means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) “Date of conviction” means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

- (2) Cancellation of the contract at no cost to the Government; or
- (3) Termination of the contract for default.
- (f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—
 - (1) The person involved;
 - (2) The nature of the conviction and resultant sentence or punishment imposed;
 - (3) The reasons for the requested waiver; and
 - (4) An explanation of why a waiver is in the interest of national security.
- (g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.
- (h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

- (a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.
- (b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

7. The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

- (a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A
TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT
(SEP 1994)

(a) Definitions. As used in this provision--

(1) "Entity controlled by a foreign government" means--

(i) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(ii) Any individual acting on behalf of a foreign government.

(2) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election or appointment of the Offeror's officers, directors, partners, regents, trustees, or a majority of the Offeror's board of directors by means, e.g., ownership, contract, or operation of law.

(3) "Foreign government" means any governing body organized and existing under the laws of any country other than the United States and its possessions and trust territories and any agent or instrumentality of that government.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmental Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to a company owned by an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C.2536(a).

(c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity

Description of Interest, Controlled by a Foreign
Ownership Percentage, and

Government Identification of Foreign Government

(End of provision)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR
CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data - Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

(End of clause)

252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR. 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions. Historically black colleges and universities*, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term *small disadvantaged business*, when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND
HAZARDOUS
MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)

Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources and U.S. sources from competing for subcontracts under this contract.

(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern

which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

252.225-7036 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM (MAR 1998)

(a) Definitions. As used in this clause--

(1) Components means those articles, materials, and supplies directly incorporated into end products.

(2) Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate may be issued). A component shall be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind--

(A) Determined to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality; or

(B) That the Secretary concerned determines would be inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired for public use under the contract. For this contract, the end products are the line items to be delivered to the Government (including supplies to be acquired by the Government for public use in connection

with service contracts, but excluding installation and other services to be performed after delivery).

(4) Foreign end product means an end product other than a domestic end product.

(5) North American Free Trade Agreement (NAFTA) country means Canada or Mexico.

(6) NAFTA country end product means an article that--

(i) Is wholly the growth, product, or manufacture of a NAFTA country; or

(ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(7) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(8) Qualifying country component means an item mined, produced, or manufactured in a qualifying country.

(9) Qualifying country end product means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the components mined, produced, or manufactured in the qualifying country and its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.

(b) Unless otherwise specified, the North American Free Trade Agreement Implementation Act of 1993 (19 U.S.C. 3301 note) applies to all items in the Schedule.

(c) The Contractor agrees to deliver under this contract only domestic end products unless, in its offer, it specified delivery of qualifying country, NAFTA country, or other foreign end products in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program Certificate provision of the solicitation. An offer certifying that a qualifying country end product or a NAFTA country end product will be supplied requires the Contractor to supply a qualifying country end product or a NAFTA country end product, whichever is certified, or, at the Contractor's option, a domestic end product. (d) The offered price of qualifying country end products, or NAFTA country end products for line items subject to the North American Free Trade Agreement Implementation Act, should not include custom fees or duty. The offered price of foreign end products listed in paragraph (c)(2)(iii) of the Buy

American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program Certificate provision of the solicitation, or the offered price of domestic end products that contain nonqualifying country components, must include all applicable duty. The award price will not include duty for end products or components that are to be accorded duty-free entry. Generally, each foreign end product listed in paragraph (c)(2)(iii) of the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program Certificate provision of the solicitation is adjusted for the purpose of evaluation by adding 50 percent of the offered price, inclusive of duty.

(End of clause)

252.225-7037 DUTY-FREE ENTRY--ELIGIBLE END PRODUCTS (AUG 2000)

(a) Definition. Eligible end product, as used in this clause, means--

(1) Designated country end product, Caribbean Basin country end product, or NAFTA country end product, as defined in the Trade Agreements clause of this contract;

(2) NAFTA country end product, as defined in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this contract; or

(3) Canadian end product, as defined in Alternate I of the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this contract.

(b) The requirements of this clause apply to this contract and subcontracts, including purchase orders, that involve delivery of eligible end products to be accorded duty-free entry whether placed--

(1) Directly with a foreign concern as a prime contract; or

(2) As a subcontract or purchase order under a contract with a domestic concern.

(c) Except as otherwise approved by the Contracting Officer, no amount is or will be included in the contract price for duty for eligible end products.

(d) The Contractor warrants that--

(1) All eligible end products, for which duty-free entry is to be claimed under this clause, are intended to be delivered to the Government; and

(2) The Contractor will pay any applicable duty to the extent that such eligible end products, or any portion thereof (if not scrap or salvage) are diverted to nongovernmental use, other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer.

(e) The Government agrees to execute duty-free certificates and to afford such assistance as appropriate to obtain the duty-free entry of eligible end products for which the shipping documents bear the notation specified in paragraph (f) of this clause, except as the Contractor may otherwise agree. (f) All shipping documents submitted to Customs, covering eligible end products for which duty-free entry certificates are to be issued under this clause, shall--

(1) Consign the shipments to the appropriate--

(i) Military department in care of the Contractor, including the Contractor's delivery address; or

(ii) Military installation; and

(2) Include the following information—

(i) Prime contract number, and delivery order if applicable;

(ii) Number of the subcontract/purchase order for foreign supplies if applicable;

(iii) Identification of carrier;

(iv)(A) For direct shipments to a U.S. military installation, the notation: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142, and notify Commander, Defense Contract Management (DCM) New York, ATTN: Customs Team, DCMDN-GNIC, 207 New York Avenue, Building 120, Staten Island, New York 10305-5013, for execution of Customs Forms 7501, 7501A, or 7506 and any required duty-free entry certificates.

(B) In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, DCM, New York, for execution of the duty-free certificate. (Note: In those instances where the shipment will be consigned to a contractor's plant and no duty-free entry certificate is required, the contractor or its agent shall claim duty-free entry under NAFTA or other trade agreement and shall comply with the U.S. Customs Service requirements. No notification to Commander, CDM, New York, is required.

(v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);

(vi) Estimated value in U.S. dollars; and

(vii) Activity Address Number of the contract administration office actually administering the prime contract, e.g., for DCM Dayton, S3605A.

(g) Preparation of customs forms. (1) Except for shipments consigned to a military installation, the Contractor shall prepare, or authorize an agent to prepare, any customs forms required for the entry of eligible end products in connection with DoD contracts into the United States, its possessions, or Puerto Rico. The completed customs forms shall be submitted to the District Director of Customs with a copy to DCM New York for execution of any required duty-free entry certificates. Shipments consigned directly to a military installation will be released in accordance with 10.101 and 10.102 of the U.S. Customs regulations.

(2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.

(h) The Contractor agrees--

(1) To prepare (if this contract is placed directly with a foreign supplier), or to instruct the foreign supplier to prepare, a sufficient number of copies, of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;

(2) To consign the shipment as specified in paragraph (f) of this clause; and

(3) To mark the exterior of all packages as follows:

(i) "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE;" and

(ii) The activity address number of the contract administration office actually administering the prime contract.

(i) The Contractor agrees to notify the Contracting Officer administering the prime contract in writing of any purchase under the contract of eligible end products to be accorded duty-free entry that are to be imported into the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The notice shall be furnished to the contract administration office immediately upon award to the supplier of the eligible end products. The notice shall contain--

(1) Prime contractor's name, address, and CAGE code;

(2) Prime contract number, and delivery order number if applicable;

(3) Total dollar value of the prime contract or delivery order;

(4) Expiration date of the prime contract or delivery order;

(5) Foreign supplier's name and address;

- (6) Number of the subcontract/purchase order for eligible end products;
 - (7) Total dollar value of the subcontract for eligible end products;
 - (8) Expiration date of the subcontract for eligible end products;
 - (9) List of items purchased;
 - (10) An agreement by the Contractor that any applicable duty shall be paid by the Contractor to the extent that such eligible end products are diverted to nongovernmental use other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer; and
 - (11) The scheduled delivery date(s).
- (End of clause)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS (SEP 2001)

(a) Definitions. As used in this clause--

“Indian” means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any “Native” as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

“Indian organization” means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C. Chapter 17.

“Indian-owned economic enterprise” means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452 (c).

“Interested party” means a contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contract shall use its best efforts to give Indian organizations and Indian-owned economic enterprises the maximum practicable opportunity to participate in the subcontracts it awards, to the fullest extent consistent with efficient performance of the contract.

(c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless and interested party challenges its status or the Contracting Officer has independent reason to question that status.

(d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs, Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street NW, MS-2626-MIB, Washington, DC 20240-4000. The BIA will determine the eligibility and will notify the Contracting Officer. No incentive payment will be made--

(1) Within 59 working days of subcontract award;

(2) While a challenge is pending; or

(3) If a subcontractor is determined to be an ineligible participant.

(e)(1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee contract.

(iii) The target cost and ceiling price of a fixed-price incentive contract.

(iv) The price of a firm-fixed-price contract.

(2) The amount of the adjustment that may be made to the contract is 5 percent of the estimated cost, target cost, or firm-fixed price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(3) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(4) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor.

(5) If the Contractor requests and receives an adjustment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the adjustment.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts that--

(1) Are for other than commercial items; and

(2) Are expected to exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

1. Wage Determination No.: 1994-2568, Revision No. 17, Date of Last
Revision: 08/15/2002
2. Exhibits

EXHIBIT 1	NOT USED
EXHIBIT 2	TYPES AND LOCATION OF AIR-CONDITIONING EQUIPMENT
EXHIBIT 3	PERFORMANCE REQUIREMENTS SUMMARY (PRS)
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EXHIBIT 6	RESPONSE AND COMPLETION TIMES
EXHIBIT 7	TASK ITEM SERVICE ORDER MONTHLY REPORT
EXHIBIT 8	INVOICES (INSTRUCTIONS ON SUBMITTING)
EXHIBIT 9	TASK ITEMS FOR SERVICE ORDERS
EXHIBIT 10	MONTHLY COST DECREASE FOR DEMOLISHED BUILDINGS
EXHIBIT 11	PREVENTATIVE MAINTENANCE CHECKLISTS
EXHIBIT 12	QUALITY AND STANDARDS OF WORK
EXHIBIT 13	COMPUTER GENERATED SERVICE ORDERS
EXHIBIT 14	KITCHEN EQUIPMENT INVENTORY LOG
EXHIBIT 15	OFFICES AND PHONE NUMBERS FOR QUESTIONS OR PROBLEMS
EXHIBIT 16	CONTRACT DISCREPANCY REPORT (DA Form 5479-R)
EXHIBIT 17	HFL Form 1235 DAILY CONTRACTOR INSPECTION REPORT
EXHIBIT 18	CONTRACT REMINDER NUMBER FORM
EXHIBIT 19	RETURN CALL TAG – TEMPORARY BUILDING MAINTENANCE
EXHIBIT 20	NOT USED
EXHIBIT 21	SAMPLE INVOICE FOR TIME AND MATERIALS WORK
EXHIBIT 22	BUILDING LIST
EXHIBIT 23	ENVIRONMENTAL PROTECTION FORT LEWIS
EXHIBIT 24	NOT USED
EXHIBIT 25	ESTIMATED YEARLY TOTALS FOR TASK ITEM SERVICE ORDERS
EXHIBIT 26-27	NOT USED
EXHIBIT 28	FORT LEWIS DIGGING PERMIT
EXHIBIT 29	HFL FORM 1236 NONCONFORMANCE INSPECTION REPORT
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EXHIBIT 37	SQUARE FOOTAGE TOTALS
EXHIBIT 38	DINING FACILITY EQUIPMENT NORTH FORT (TYPICAL)
EXHIBIT 39-42	NOT USED
EXHIBIT 43	BACKORDERED PARTS LOG
EXHIBIT 44-45	NOT USED
EXHIBIT 46	APPLICATION FOR AN COMPLETION OF ASBESTOS REMOVAL
EXHIBIT 47	CUSTOMER SERVICE SURVEY FORM
EXHIBIT 48	WINDOW PUTTY REMOVAL FOR PERMIT FEES
EXHIBIT 49	HAZARDOUS WASTE ACCUMULATION AREA CHECKLIST
EXHIBIT 50	ENVIRONMENTAL DOCUMENTATION REVIEW SHEET
EXHIBIT 51-52	NOT USED

EXHIBIT 53

HAZARDOUS MATERIAL/WASTE INVENTORY REPORT

END OF SECTION J

Section K - Representations, Certifications and Other Statements of Offerors

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CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

8. The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(c) Those prices,

52 The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

9. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals --

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of

an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **561210**.

(2) The small business size standard is **average annual receipts taken for the last three fiscal years does not exceed \$23 million.**

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on

Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:
(Check each block that is applicable.)

() (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

() (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of clause)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official
Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal
Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the

period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

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CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

Award (52.214-4021)

Notwithstanding any other provisions of this solicitation, the Government intends to make award to only one bidder. Failure to include a price for all items in the schedule will result in the bid/offer being rejected as nonresponsive.

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

10. For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **firm fixed price** contract resulting from this solicitation.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **CONTRACTING OFFICER, U.S. ARMY CORPS OF ENGINEERS, SEATTLE DISTRICT, P.O. BOX 3755, SEATTLE, WA 98124-3755.**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)

(a) Definitions. As used in this provision--

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

Uncompensated overtime rate is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ($\20.00×40 divided by $45 = \$17.78$).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

11. The use in this solicitation of any _____ (48 CFR Chapter _____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

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Section M - Evaluation Factors for Award

EVALUATION FACTORS FOR AWARD

Revised SECTION M

SUBMITTAL AND EVALUATION PROCEDURES – Dated 25 Feb 03

1. INTRODUCTION.

1.1. Offerors are invited to submit a proposal in response to Request for Proposals (RFP) No. DACA67-03-R-0204 entitled, "Maintenance and Repair of Temporary Buildings, Fort Lewis, WA." This RFP establishes project service criteria and provides procedures, requirements, format, and other data to assist offerors in preparing their proposals. **It is the intent of the Government to make award based upon initial offers, without further discussions or additional information.**

1.2. Project Description. The successful contractor shall perform multi-craft services for preventive maintenance and repairs for temporary wooden buildings at Fort Lewis, Washington. Proposed procurement will result in award of a Firm Fixed Price (FFP) Contract consisting of a base year and 4 optional years. Services include providing a 24 hour/7 day call desk prioritizing service orders, provide preventive maintenance program for heating and cooling systems (furnaces, boilers, air-conditioning units), including maintenance, repair, dining facilities repairs to include pest control and commercial kitchen equipment repair, and minor construction incidental to services. Building types include administrative offices, dining facilities, barracks, motor pools and other buildings normally found at Army installations. To perform successfully, the contractor must be experienced in this type of work, which includes: (a) preventive maintenance of heating and cooling systems (cyclic), (b) plumbing, (c) electrical, (d) commercial kitchen equipment repair and servicing, (e) pest control in dining facilities, (f) handling a Service Call Desk and prioritizing service orders, and (g) utilizing computer systems for keeping records of services performed.

2. EVALUATION FACTORS.

2.1. Proposals will be evaluated on the basis of two factors, **TECHNICAL** and **PRICE**. Award will be based upon the firm who submits a proposal that (a) confirms to this RFP, (b) is considered to offer the best value to the Government in terms of the evaluation factors, and (c) determined to be in the best interest of the Government.

2.2. TECHNICAL EVALUATION CRITERIA. The evaluation is an assessment of the offeror's ability to successfully accomplish the prospective contract as conveyed by the proposal. Potential offerors will be evaluated for the following criteria listed in descending order of importance:

2.2.1. Criterion 1. Operation Plan

2.2.1.1. Organizational structure and functional relationships of the team (including subcontractors) proposed for this project, lines of communication and authority, and individual roles and responsibilities. Provide the number of people planned for each organizational layer.

2.2.1.2. Service Requirements: Method/plan to phase in and phase out of the contract. (Method to manage fluctuations in workload (e.g., Washington Special Olympics (WSO), Reserve Officer Training Course (ROTC), and other training events.)

2.2.1.3. Description of Service Order Desk and Service Order Operations to include after-hour operations. Provide computer system information and compatibility.

2.2.1.4. Quality Control Plan

2.2.1.5. Preventive Maintenance (PM) Plan.

2.2.2. Criterion 2. Relevant Experience

2.2.3. Criterion 3. Past Performance

2.2.4. Criterion 4. Extent of Small Business Participation

2.3. RELATIVE IMPORTANCE DEFINITIONS. For this evaluation, the following terms will be used to establish the relative importance of the technical criteria and sub-criteria:

2.3.1. Significantly More Important. The criterion is five times more important in value to the Government than another criterion.

2.3.2. More Important. The criterion is two times more important in value to the Government than another criterion.

2.3.3. Equal. The criterion is of the same value to the Government as another criterion.

2.4 SUMMARY OF ORDER OF IMPORTANCE for Technical Criteria:

2.4.1. Criterion 1 is equal to criterion 2.

2.4.2. Criterion 2 is more important than criterion 3.

2.4.3. Criterion 3 is significantly more important than criterion 4.

2.5 EVALUATION STANDARDS. Evaluation criteria (criteria and sub-criteria) will be rated using the following adjectival descriptions.

2.5.1. OUTSTANDING - The proposal fully meets all minimum performance, capability, or qualifications standards required by RFP, and **EXCEEDS MANY** of the requirements. Information submitted demonstrates offeror's potential to significantly exceed performance or capability standards. The offeror has clearly demonstrated an understanding of all aspects of the requirements to the extent that timely and the highest quality performance are anticipated. Has **exceptional strengths** that will significantly benefit the Government. The offeror has convincingly demonstrated that the RFP requirements have been analyzed, evaluated, and synthesized into approaches, plans, and techniques that, when implemented, should result in outstanding, effective, efficient, and economical performance under the contract. . **Very high probability of success.**

2.5.2. ABOVE AVERAGE - The proposal fully meets all minimum performance, capability, or qualifications standards required by RFP, and **EXCEEDS SOME** of the requirements. Information submitted demonstrates offeror's potential to exceed performance or capability standards. Has **one or more strengths** that will benefit the Government. The areas in which the offeror exceeds the requirements are anticipated to result in a high level of efficiency or productivity or quality. The submittal contains excellent features that will likely produce results very beneficial to the Government. . Disadvantages are minimal. **High probability of success.**

2.5.3. SATISFACTORY (Neutral) - The proposal fully **meets** all minimum performance, capability, or qualifications standards required by RFP. An acceptable solution is provided. Either meets all RFP requirements for the criterion (or sub-criterion) or contains weaknesses in some areas that are offset by strengths in other areas. A

rating of “Satisfactory” indicates that, in terms of the specific criterion (or sub-criterion), the offeror has a good probability of success, as there is sufficient confidence that a fully compliant level of performance will be achieved. The proposal demonstrates an adequate understanding of the scope and depth of the RFP requirements. Equates to neutral. **No significant advantages or disadvantages.**

2.5.4. MARGINAL – The proposal **DOES NOT FULLY MEET SOME** of the minimum performance, capability, or qualifications standards required by RFP. The submittal is not adequately responsive or does not address the specific criterion (or subcriterion). The offeror’s interpretation of the Government’s requirements is so superficial, incomplete, vague, incompatible, incomprehensible, or incorrect as to be considered an **uncertainty** or **possibly a deficiency**. . The assignment of a rating within the bounds of “Marginal” indicates that mandatory corrective action would be required to prevent significant deficiencies from affecting the overall project. The offeror’s plans or approach will likely result in questionable quality of performance, which represents a moderate level of risk to the Government. Low probability of success although the submittal has a reasonable chance of becoming at least acceptable. **Significant weaknesses, some disadvantages.**

2.5.5. UNSATISFACTORY – The proposal **DOES NOT MEET** the minimum performance, capability, or qualifications standards required by RFP. Unacceptable. Requirements can only be met with major changes to the submittal. There is no reasonable expectation that acceptable performance would be achieved. The proposal contains **many deficiencies** and/or gross omissions; fails to provide a reasonable, logical approach to fulfilling much of the Government’s requirements; and/or fails to meet most or all of the minimum requirements. **Very significant disadvantages.**

2.6. Definitions of Strength, Weakness, Deficiency, and Uncertainty.

2.6.1. Strength. A substantive aspect, attribute, or specific item in the proposal that exceeds the solicitation requirements and enhances the probability of successful contract performance.

2.6.2. Weakness. A flaw in the proposal that increases the risk of unsuccessful contract performance. A significant weakness in the proposal is a flaw that appreciably increases the risk of successful contract performance.

2.6.3. Deficiency. A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

2.6.4. Uncertainty – Any aspect of the proposal for which the intent of the offeror is unclear because there may be more than one way to interpret the offer or because inconsistencies in the offer indicate that there may be an error, omission or mistake, Examples include a mistake in calculation or measurement and contradictory statement.

3. TECHNICAL PROPOSAL.

3.1. A COVER LETTER should be the **first page** of the technical proposal and should include **(do not put this in the price proposal):**

3.1.1. Solicitation number.

3.1.2. Name, address, and telephone and facsimile numbers of the firm signing the SF 33 (and electronic address).

3.1.3. Names, titles and telephone and facsimile numbers (and electronic addresses) of persons authorized to negotiate on the firm's behalf with the Government in connection with this solicitation.

3.1.4. Name, title, and signature of the person authorized to sign the proposal.

3.1.5. A statement specifying agreement with all terms, conditions provisions included in the solicitation and agreement to furnish any and all items upon which prices are offered at the proposed item prices.

3.2 TECHNICAL DATA. Technical data consisting of drawings, and supporting data (schedules, catalogue cuts, etc.) shall be furnished as part of the formal proposal and shall meet all requirements of the RFP, design standards, technical specifications, and referenced regulations. Data shall be specific and complete, and demonstrate thorough understanding of the requirements. Data shall include, where applicable, complete explanations of procedures and the schedule the firm proposes to follow. Additionally, data shall demonstrate the merit of the technical approach offered and shall be an orderly, specific, and complete document in every detail.

3.3. PROPOSAL CONTENT. Proposals shall be submitted in two parts: a technical proposal and (b) a price proposal. Each shall be submitted in a separate envelope or package with the type of proposal (i.e., technical or price) clearly printed on the outside of the envelope or package. The maximum number of pages in the proposal shall be 60 with font size no smaller than 10 point. Proposals must set forth full, accurate, and complete information as required by this RFP. Absence of information will be deemed as if no support for that criteria is available. Offerors submitting proposals should limit submission to data essential for evaluation of proposals so that a minimum of time and moneys are expended in preparing information required by the RFP.

Proposals are to be on 8 ½ x 11 – inch paper, to the maximum extent practicable, and submitted in standard letter (8 ½ x 11-inch) hardback loose-leaf binders. Contents of binders shall be tabbed and labeled to afford easy identification from the proposal Table of Contents. No material shall be incorporated by reference or reiteration of the RFP. Any such material will not be considered for evaluation. It shall be presented in a manner, which allows it to "STAND ALONE" without need for evaluators to reference other documents. Contents shall follow the order of the evaluation criteria and pages shall be numbered so that each page has a unique number. Numbering may either be consecutive throughout the technical proposal or you may number pages consecutively within each tabbed section (e.g., structural, mechanical, etc.). . Proposal pages in excess of the first 60 pages may be disregarded. Unnecessarily elaborate brochures or other presentation materials beyond those sufficient to present a complete and effective response are not desired and may be construed as an indication of the proposer's lack of cost-consciousness. Penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

3.4. MINIMUM SUBMITTAL REQUIREMENTS AND EVALUATION METHODS FOR THE TECHNICAL CRITERIA.

3.4.1. Criterion 1. Operation Plan.

3.4.1.1. Organizational structure and functional relationships of the team (including subcontractors) proposed for this project, lines of communication and authority, and individual roles and responsibilities. Provide the number of people planned for each organizational layer. **Minimum Submittal Requirements:** Submit a management organization chart that shows all personnel and every layer in the proposed organizational structure for this contract. At a minimum, the chart should show all personnel (corporate and crew), lines of authority, local management and Quality Control (QC), lead personnel, and crews. Provide the number of people planned for each organizational layer. **Evaluation Method:** The proposed organizational structure and functional relationships will be evaluated for completeness and reasonableness and the degree to which they demonstrate the offeror's understanding of the aspects required for successfully accomplishing the work described in the solicitation.

3.4.1.2. Service Requirements: Method/plan to phase in and phase out

of the contract. (Method to manage fluctuations in workload (e.g., Washington Special Olympics (WSO), Reserve Officer Training Course (ROTC), and other training events.)**Method/plan Minimum Submittal Requirements:** Provide a brief narrative on the method you plan to use to manage fluctuations in workload; e.g., Washington Special Olympics (WSO), and Reserve Officer Training Corps (ROTC), and other training events, and how you would handle these peak performance milestones, and also how you plan to phase in (gear up and start work) and phase out (turn over the project to the next contractor). **Evaluation Method:** The firm's planning and scheduling of the work will be evaluated. Consideration will be given to the completeness and reasonableness of the proposed schedule, and identification of critical elements of the work performed that cannot efficiently manage the fluctuations. This criterion will be evaluated to determine the firm's understanding of project requirements, the reasonableness and the completeness of the method/plan and the likelihood of successful performance.

3.4.1.3. Description of Service Order Desk and Service Order Operations to include after-hour operations. Provide computer system information and compatibility with Windows 2000 and MAXIMO programs. **Minimum Submittal Requirements.** Describe the Service Order Desk and Service Order Operations to include after-hour operations. Provide your computer system information and compatibility with Windows 2000 and MAXIMO programs. **Evaluation Method:** Operations will be evaluated to determine the likelihood of success. Consideration will be given to the completeness, organization, and detail in conformance with the RFP requirements. Submittals that clearly address all the aspects required for successfully accomplishing the work described in the solicitation will be given more merit.

3.4.1.4. Quality Control Plan. Minimum Submittal Requirements: Provide a quality control plan that addresses how your quality control system will be used for services. State the method(s) by which the offeror will assure that the services materials meet the contract requirements. This should include discussion of standard operating procedures for quality management, inspections by prime contractor representatives as well as subcontractors, identification of deficiencies and tracking of corrective action. State how quality of work performed by subcontractors will be controlled and assessed by the prime contractor. This should be provided in a separate section on subcontractor quality control. **Evaluation Method:** The quality control plan will be evaluated to determine how the firm plans to control the quality of the work as specifically applicable to this project. Offerors who provide a quality control plan that clearly addresses project specific requirements and specific methods associated with this contract will be given additional consideration.

3.4.1.5. Preventive Maintenance (PM) Plan. Minimum Submittal Requirements: Provide a plan for Preventive Maintenance (PM) that clearly addresses project specific requirements associated with this contract such as heating, cooling, fire alarm battery replacement, heating season on/off requirements and others. Address PM checklists. **Evaluation Method:** The Preventive Maintenance Plan will be evaluated to determine the likelihood of success. Consideration will be given to the completeness, organization, overall schedules and detail in conformance with the RFP requirements. Submittals that clearly address site-specific issues associated with this contract will be given more merit.

3.4.2.1. Experience of the Prime Firm. Minimum Submittal Requirements: Provide a **list** of specific projects, using the format below, for the **prime firm** that are current projects or projects that were completed within the last five (5) years. **List no more than three (3) projects.** Start with the most recent and relevant projects and work backwards in time.

Project Title and Location
Project Type (e.g., service (S); construction (C))
Dollar Value of the project
Start and Completion Dates (Month/Year)
Role of Firm(s) (e.g., sub) (address type of work performed and percentage of work, as applicable)

Brief Description of Project (address how this relates to solicitation project)
Brief Discussion. How does this project illustrate the capability to work cooperatively with a military installation to deliver timely services in the context of ongoing installation operations.
Customer Point of Contact (i.e., name, relationship to project, agency/firm affiliation, city state, current phone number)
Awards or recognition received (if applicable)

Include a narrative, if applicable, which briefly discusses:

- 1) number of buildings
- 2) types of buildings
- 3) number of service orders per month and per year
- 4) running a service desk, accepting service calls from building occupants, and prioritizing service orders
- 5) utilizing computer systems for keeping records of services performed
- 6) working with special events (e.g., ROTC and Special Olympics)
- 7) types of repair work performed (be sure to discuss plumbing and electrical)
- 8) types of preventive maintenance performed (be sure to discuss cyclic heating, cooling, and other systems)
- 9) repair and servicing of commercial kitchen equipment
- 10) dining facility pest control

Evaluation Method: This information will be evaluated for similarity of size and scope to the contract that will result from this solicitation. A higher evaluation will be given for work on Army installations, work performed in the Pacific Northwest, and for the extent to which your firm has performed the same types and volumes of work anticipated for this contract.

3.4.2.2. Experience of Key Team Subcontractors: Minimum Submittal Requirements. Provide a **list** of specific projects, using the format below, including projects for **major key team subcontractors** that are either current projects or projects that were completed within the last five (5) years. **List no more than three (3) projects for each major subcontractor.** Start with the most recent and relevant projects and work backwards in time.

Project Title and Location
Project Type (e.g., design-build (DB), construction (C))
Dollar Value of the project
Start and Completion Dates (Month/Year)
Role of firm(s) (e.g., prime, sub) (address type of work performed and percentage of work, as applicable)
Brief Description of Project (address how this relates to solicitation project).
Brief Discussion. How does this project illustrate the capability to work cooperatively with a military installation to deliver timely services in the context of ongoing installation operations.
Customer Point of Contact (i.e., name, relationship to project, agency/firm affiliation, city, state, current phone number)
Awards or recognition received (if applicable)

Provide a narrative, if applicable, which briefly discusses:

- 1) number of buildings
- 2) types of buildings

- 3) number of service orders per month and per year
- 4) running a service desk, accepting service calls from building occupants, and prioritizing service orders
- 5) utilizing computer systems for keeping records of services performed
- 6) working with special events (e.g., ROTC and Special Olympics)
- 7) types of repair work performed (be sure to discuss plumbing and electrical)
- 8) types of preventive maintenance performed (be sure to discuss cyclic heating, cooling, and other systems)
- 9) repair and servicing of commercial kitchen equipment
- 10) dining facility pest control

Evaluation Method. It is expected that the key team subcontractors included in your proposal, will actually be utilized on this project after award. If any change is proposed before or after award, prior approval by the Contracting Officer is required. The offeror shall demonstrate how any new individuals or firms are as qualified for this project as those submitted with this proposal. This information will be evaluated for similarity of size and scope to the contract that will result from this solicitation. A higher evaluation will be given for work on Army installations, work performed in the Pacific Northwest, and for the extent to which your firm has worked with these key subcontractors previously, and performed the same types and volumes of work anticipated for this contract.

3.4.3. Criterion 3. Past Performance, including customer satisfaction surveys, quality and timely performance.

Submittal Requirements:

A reproducible Customer Satisfaction Survey form is provided at the end of this notice. To be considered, the surveys must be completed by the customers and mailed, e-mailed, hand-delivered, or faxed by the customer directly to the Contracting Office for receipt no later than the time and date the submittals are due.

Surveys submitted directly by offerors may not be considered. Please ensure envelopes containing surveys submitted to this office do not contain the offeror's return address.

Submittal Requirements: As a maximum, three (3) Customer Satisfaction Surveys should be received for the prime firm (i.e., the firm that will sign the contract). Also, submit a list of customers (including current point of contact, phone number, and electronic address) who sent Customer Satisfaction Surveys.

Evaluation Method: The Government will evaluate the relative merits of each offeror's past performance. The Government reserves the right to consider all aspects of an offeror's performance history, but will attribute more merit and a higher evaluation to work that was similar in nature, magnitude, and complexity to this project. A lack of past performance information will receive a neutral rating during evaluation. Government databases may also be checked and previous customers may be contacted as references.

3.4.4. Criterion 4. Extent of Small Business Participation

Submittal Requirements: *All offerors* are to provide a **table** listing all firms (including the prime) or trades that will be involved in this project, the percent of work that will be performed (adding up to 100%) and the size of the business, either large or small performing the work. Small businesses are defined in contract clause 52.219-1, Utilization of Small Business Concerns in Section K of the solicitation, and include small, small disadvantaged, small women-owned, HubZone small businesses, Veteran-owned small businesses and Service-disabled veteran-owned small businesses. A table similar to the format shown below should be used:

Small Business Participation

** DATA IS FOR EXAMPLE ONLY**			
Firm Name or Designation	Project Responsibility	Size (LB or SB)	% To be Performed
Prime Firm		LB	30%
Sub A	Site Work	SB	25%
Sub B	Electrical	LB	10%
Sub C	Structural Steel	SB	15%
Sub D	Mechanical	SB	20%
		TOTAL	100%

Evaluation Method. Firms will be evaluated based on the degree they meet, exceed or fail to meet the expected small business participation goal of **80% of planned subcontracting dollars being placed with small business concerns** for this project. For the purposes of evaluation of this criteria only, a totally acceptable Subcontracting Plan meeting or exceeding all the percentage goals of each category of small business will result in an outstanding evaluation. The higher percentage numbers of goals met, the higher the evaluation. If none of the percentage goals are met, the rating will be unacceptable.

NOTE: This criterion is not to be confused with the separate regulatory requirement of large businesses, whose proposals exceed \$1,000,000, to submit an acceptable Small Business Subcontracting Plan with the price proposal as described in the letter at the beginning of the solicitation. In order to receive a contract award, a large business **must** provide an acceptable Subcontracting Plan.

4. TECHNICAL PROPOSAL FORMAT: As a minimum, each copy of the technical proposal should contain the following general format for the volumes specified in the following table. Pages should be numbered consecutively.

Technical Proposal (original and five (5) copies required). Offerors may separate this information into two volumes if binders become too thick.
<ul style="list-style-type: none"> • Table of Contents (List all sections of the technical proposal) • Operation Plan • Relevant Experience • Past Performance • Extent of Small Business Participation

5. PRICE PROPOSAL FORMAT: The price proposal shall be submitted in ORIGINAL, plus one copy, and must be signed by an official authorized to bind your organization. Note that the Standard Form 33, Block 12, states the minimum number of calendar days after the date offers are due for Government acceptance of the offer. Provide the name, address, phone number and point of contact for both your bank and bonding company.

PRICE PROPOSAL FORMAT: A single volume (original and (1) copy):

- Standard Form 33 front and back with corporate certificate (use the one for joint venture if applicable)
- Pricing Schedule (all schedule pages) (prices must be provided for all line items in the schedule)
- Small and Small Disadvantaged Business Subcontracting Plan -- (Large businesses only)
- Section K, Representations and Certifications

6. SUBMISSION OF JOINT VENTURE INFORMATION

6.1. No contract may be awarded to a firm that is not registered in the Central Contractor Register (CCR). Joint ventures may register in the following way:

6.1.1. The firm that will be the recipient of payments should be registered in the CCR and have a DUNS number. This firm is considered in the CCR to be the “mother firm.” If no money is to go to any other firm in the joint venture, the mother firm may make the other firm in the joint venture a “child.” This child will be assigned the mother firm’s CCR number with an additional four (4) numbers attached. Since the child firm is not receiving any payments, they do not need to get a DUNS number. (HOWEVER, to be safe and cover all possibilities, it might be wise to have each firm registered in the CCR.)

6.1.2. Call the CCR at 1-888-227-2423, choose option “0” to get the mother –child relationship set up. DUN & Bradstreet phone number is 1-800-333-0505.

6.1.3. If the joint venture has a newly created name, then it must have its own DUNS number and register as such in the CCR.

6.2. In the cover letter of your proposal, provide the complete names, addresses, and phone and fax numbers of the two firms in the joint venture.

6.3 Signature requirements: SF 33, SOLICITATION, OFFER, AND AWARD , Block 15 and 16 require that the name and title of the person authorized to sign the offer for the joint venture be provided.

6.4 Corporate certificate: Ensure that joint-venture portion is completed by both firms. A copy of the form entitled, “Corporate Certificate or Certificate for a Joint Venture” is included as page 00010-4(a).

6.5. In the case of a joint venture, the following is required: A contract with joint venturers may involve any combination of individuals, partnerships, or corporations. The contract shall be signed by each participant in the joint venture in the manner prescribed below for each type of participant. When a corporation is participating, the Contracting Officer shall verify that the corporation is authorized to participate in the joint venture.

6.5.1. Individuals. A contract with an individual shall be signed by that individual. A contract with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual’s types, stamped, or printed name and the words “an individual doing business as” [insert name of firm].

6.5.2. Partnerships. A contract with a partnership shall be signed in the partnership name. Before signing for the Government, the Contracting Officer shall obtain a list of all partners and ensure that the individual(s) signing for the partnership have authority to bind the partnership.

6.5.3. Corporations. A contract with a corporation shall be signed in the corporate name, followed by the word “by” and the signature and title of the person authorized to sign. The Contracting Officer shall ensure that the person signing for the corporation has authority to bind the corporation.

6.6. In addition to the requirements stated above, and to assure a single point of contact for resolution of contractual matters and payments, the Contracting Officer shall obtain a certificate signed by each participant in the joint venture as follows: In the proposal include the following statement:

“The parties hereto expressly understand and agree as follows:

a. **(name, title, and company)** is the principal representative of the joint venture.

As such, all communications regarding the administration of the contract and the performance of the work thereunder may be directed to him or her. In the absence of **(same name, title, and company)**, **(enter name, title, and company of alternate)** is the alternate principal representative of the joint venture.

b. Direction, approvals, required notices, and all other communications from the Government to the joint venture, including transmittal of payments by the Government, shall be directed to **(enter name, title, and company of principal)**, principal representative of the joint venture.”

7. EVALUATION AND AWARD PROCEDURES.

7.1 TECHNICAL EVALUATION.

7.1.1. All technical proposals will be evaluated by a Technical Evaluation Team (TET). Pricing data will not be considered during this evaluation. Criteria for the technical evaluation are set forth elsewhere in the solicitation and will be the sole basis for determining the technical merit of proposals.

7.1.2. The TET shall utilize the relative importance definitions and technical merit ratings described earlier in this section of the solicitation to perform their technical evaluation.

7.1.3 To be considered for award, proposals must conform to the terms and conditions contained in the RFP. No proposal will be accepted that does not address all criteria specified in this solicitation or which includes stipulations or qualifying conditions unacceptable to the Government.

7.2. PRICE EVALUATION. Price is of secondary importance to the technical criteria. Pricing will be independently evaluated to determine reasonableness and to aid in the determination of the firm’s understanding of the work and ability to perform the contract. Financial capacity and bonding ability will be verified.

7.3. SELECTION AND AWARD. Subject to provisions contained herein, award shall be made to a single firm. The Government will select the best value offer based on technical merit and price. A contract will be awarded to the firm submitting the proposal that conforms to the RFP, is considered to provide the most advantageous offer in terms of the evaluation factors, including price, and is determined to be in the best interest of the Government. Please note: a) the successful offeror’s proposal (from initial submission through final proposal revision) will be incorporated into the resulting contract, and b) at time of award, the Government may incorporate the schedule of successful offeror into the contract and it may become the contract completion schedule.

7.3.1. BEST VALUE ANALYSIS. The Government is more concerned with obtaining superior technical features than with making award at the lowest overall cost to the Government. In determining the best value to the Government, the tradeoff process of evaluation will be utilized. The tradeoff process permits tradeoffs among price and technical criteria, and allows the Government to consider award to other than the lowest priced offeror or other than the highest technically rated offeror. **You are advised that greater consideration will be given to the evaluation of technical proposals rather than price.** It is pointed out, however, that should technical competence between offerors be considered approximately the same, the cost or price could become more important in determining award.

7.3.2. SELECTION AND AWARD WITHOUT DISCUSSIONS: *It is the intent of the Government to make award based upon initial offers, without further discussions or additional information.* Therefore, initial proposals should be submitted based on the most favorable terms from a price and technical standpoint. Do not assume there will be an opportunity to clarify, discuss or revise proposals. If award is not made on initial offers, a competitive range will be established and discussions conducted as described below.

7.3.3. COMPETITIVE RANGE. The Government shall evaluate all proposals in accordance with FAR 15.305(a) and, if discussions are to be conducted, establish a competitive range. Based on the ratings of each proposal against all evaluation criteria, the Contracting Officer shall establish a competitive range comprised of all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency pursuant to FAR 15.306(c)(2).

7.3.4. DISCUSSIONS. Discussions are usually conducted in writing, but may also be by telephone or in person. Discussions are tailored to each offeror's proposal and are only conducted with offeror(s) in the competitive range. The primary objective of discussions is to maximize the Government's ability to obtain the best value, based on the requirement and the evaluation criteria set forth in this solicitation. If a firm's proposal is eliminated or otherwise removed from consideration for award during discussions, no further revisions to that firm's proposal will be accepted or considered. Discussions will culminate in a request for Final Proposal Revision the date and time of which will be common to all remaining firms.

7.3.5. AFTER DISCUSSIONS. Revisions to the proposals submitted during discussions, if any, will be evaluated by the TET and, if warranted, an adjustment made to the rating previously assigned. The Contracting Officer will then perform a best value analysis based on the final prices and technical proposals. Selection will be made on the basis of the responsive, responsible firm whose proposal conforms to the RFP and represents the most advantageous offer to the Government, subject to availability of funds.

8. DEBRIEFINGS. Upon written request, unsuccessful firms will be debriefed and furnished the basis for the selection decision and contract award in accordance with FAR 15.505 and FAR 15.506.

9. PROPOSAL EXPENSES AND PRECONTRACT COSTS. This solicitation does not commit the Government to pay costs incurred in preparation and submission of initial and subsequent proposals or for other costs incurred prior to award of a formal contract.

10. RELEASE OF INFORMATION. After receipt of proposals and until contract award, source selection information will not be furnished to any firm.

END OF SECTION M

CUSTOMER SATISFACTION SURVEY (PAGE 1 OF 2)

DACA67-03-R-0204, MAINTENANCE AND REPAIR OF TEMPORARY BUILDINGS, FORT. LEWIS, WA

SECTION 1 -- TO BE COMPLETED BY OFFEROR AND PROVIDED TO CUSTOMER REFERENCE

Name of Firm Being Evaluated: _____

Project Title & Location: _____

Project Dollar Value (construction amounts)

Designer's Role on Project (if applicable): _____

Year Completed: _____ **Project Manager:** _____

SECTION 2 -- TO BE COMPLETED BY THE CUSTOMER REFERENCE AND MAILED, HAND-DELIVERED OR FAXED DIRECTLY TO: Forms submitted by other than the customer (i.e., by the offeror), will not be considered.

U.S. Army Corps of Engineers, Seattle District
Attn: CENWS-CT-CB-MU (Esther Elson)
P.O. Box 3755
Seattle, WA 98124-3755

FAX: (206) 764-6817
Street Address:
4735 E. Marginal Way S.
Seattle WA 98134-2385

OVERVIEW: The firm shown above has submitted a proposal on a Seattle District Corps of Engineers project and provided your name as a customer reference. Part of our evaluation process requires information on the firm's past performance. Your input is important to us and responses are required by November 8, 2002 at 2:00 p.m. for inclusion in this evaluation. Your assistance is greatly appreciated.

In blocks below, please indicate your overall level of satisfaction with work performed by firm shown in Section 1. Mark *Not Applicable* (N/A) for any areas that do not apply. Provide comments on page 2.

	On this project, the firm:	Satisfaction					
		Low	High	N/A			
1.	Kept You Informed & Treated You as Important Member of the Team	1	2	3	4	5	N/A
2.	Displayed Flexibility in Responding to Your Needs	1	2	3	4	5	N/A
3.	Displayed Initiative in Problem Solving	1	2	3	4	5	N/A
4.	Resolved Your Concerns	1	2	3	4	5	N/A
5.	Completed Your Major Project Milestones on Time	1	2	3	4	5	N/A
6.	Managed the Project Effectively (including adequate Cost Controls)	1	2	3	4	5	N/A
7.	Managed their Work Force Effectively (including Subcontractors)	1	2	3	4	5	N/A
8.	Effectiveness of Quality Control Program	1	2	3	4	5	N/A
9.	Provided Warranty Support	1	2	3	4	5	N/A
10.	Your OVERALL Level of Customer Satisfaction	1	2	3	4	5	N/A

CUSTOMER SATISFACTION SURVEY (PAGE 2 OF 2)
DACA67-03-R-0204, MAINTENANCE AND REPAIR OF TEMPORARY BUILDINGS, FORT LEWIS, WA

CUSTOMER SATISFACTION SURVEY (PAGE 2 OF 2)
DACA67-03-R-0204, MAINTENANCE AND REPAIR OF TEMPORARY BUILDINGS, FORT LEWIS, WA

11.	Was the team offered in the proposal the same team that worked on the project? (If no, please describe below.)	Yes.....No.....N/A
12.	Was payment withheld or liquidated damages assessed? (If yes, please describe below).	Yes.....No.....N/A
13.	Were any features offered in the proposal <u>not included</u> in the completed project? (If yes, please describe below)	Yes.....No.....N/A
14.	REMARKS: (Discuss strengths and weaknesses of the firm) Your Name: _____ Phone Number: _____ Firm Name: _____ Relationship to this Project: _____	

Your assistance in providing this past performance information is appreciated

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
| WASHINGTON D.C. 20210

Wage Determination No.: 1994-2567
Revision No.: 22
Date Of Last Revision: 08/21/2002

State: WashingtonArea: Washington Counties of Lewis, Pierce, Thurston

Administrative Support and Clerical Occupations

Accounting Clerk I	10.83
Accounting Clerk II	12.16
Accounting Clerk III	14.11
Accounting Clerk IV	16.36
Court Reporter	14.40
Dispatcher, Motor Vehicle	14.40
Document Preparation Clerk	11.56
Duplicating Machine Operator	12.37
Film/Tape Librarian	13.94
General Clerk I	8.68
General Clerk II	9.71
General Clerk III	12.57
General Clerk IV	13.84
Housing Referral Assistant	17.51
Key Entry Operator I	10.39
Key Entry Operator II	12.04
Messenger (Courier)	10.13
Order Clerk I	11.69
Order Clerk II	12.76
Personnel Assistant (Employment) I	11.75
Personnel Assistant (Employment) II	13.20
Personnel Assistant (Employment) III	14.40
Personnel Assistant (Employment) IV	16.86
Production Control Clerk	15.77
Rental Clerk	12.63
Scheduler, Maintenance	14.07
Secretary I	13.66
Secretary II	13.84
Secretary III	16.01
Secretary IV	19.75
Secretary V	22.67
Service Order Dispatcher	14.79
Stenographer I	13.43
Stenographer II	15.26
Supply Technician	16.81
Survey Worker (Interviewer)	13.39

Switchboard Operator-Receptionist	10.94
Test Examiner	14.40
Test Proctor	14.40
Travel Clerk I	10.36
Travel Clerk II	11.28
Travel Clerk III	12.14
Word Processor I	12.37
Word Processor II	13.19
Word Processor III	14.76
Automatic Data Processing Occupations	
Computer Data Librarian	14.33
Computer Operator I	13.93
Computer Operator II	15.58
Computer Operator III	17.60
Computer Operator IV	19.84
Computer Operator V	22.04
Computer Programmer I (1)	15.08
Computer Programmer II (1)	18.33
Computer Programmer III (1)	25.81
Computer Programmer IV (1)	27.50
Computer Systems Analyst I (1)	23.32
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	14.67
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	19.80
Automotive Glass Installer	18.60
Automotive Worker	18.60
Electrician, Automotive	19.80
Mobile Equipment Servicer	16.86
Motor Equipment Metal Mechanic	19.80
Motor Equipment Metal Worker	18.60
Motor Vehicle Mechanic	19.80
Motor Vehicle Mechanic Helper	16.86
Motor Vehicle Upholstery Worker	18.60
Motor Vehicle Wrecker	18.60
Painter, Automotive	19.20
Radiator Repair Specialist	18.60
Tire Repairer	14.81
Transmission Repair Specialist	19.80
Food Preparation and Service Occupations	
Baker	11.28
Cook I	10.30
Cook II	11.35
Dishwasher	9.55
Food Service Worker	9.22
Meat Cutter	15.96
Waiter/Waitress	9.27
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	17.45
Furniture Handler	15.33
Furniture Refinisher	17.45
Furniture Refinisher Helper	15.33
Furniture Repairer, Minor	16.37
Upholsterer	16.91
General Services and Support Occupations	
Cleaner, Vehicles	9.71

Elevator Operator	10.38
Gardener	12.10
House Keeping Aid I	8.97
House Keeping Aid II	10.35
Janitor	10.38
Laborer, Grounds Maintenance	11.95
Maid or Houseman	8.97
Pest Controller	15.17
Refuse Collector	11.67
Tractor Operator	13.10
Window Cleaner	10.90
Health Occupations	
Dental Assistant	13.96
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.09
Licensed Practical Nurse I	12.96
Licensed Practical Nurse II	14.53
Licensed Practical Nurse III	16.27
Medical Assistant	12.24
Medical Laboratory Technician	14.34
Medical Record Clerk	13.74
Medical Record Technician	14.57
Nursing Assistant I	9.12
Nursing Assistant II	9.74
Nursing Assistant III	10.62
Nursing Assistant IV	12.55
Pharmacy Technician	13.54
Phlebotomist	14.53
Registered Nurse I	17.32
Registered Nurse II	21.18
Registered Nurse II, Specialist	21.18
Registered Nurse III	25.73
Registered Nurse III, Anesthetist	25.73
Registered Nurse IV	30.83
Information and Arts Occupations	
Audiovisual Librarian	19.80
Exhibits Specialist I	16.95
Exhibits Specialist II	20.94
Exhibits Specialist III	25.64
Illustrator I	16.95
Illustrator II	20.94
Illustrator III	25.64
Librarian	21.44
Library Technician	13.24
Photographer I	16.11
Photographer II	18.01
Photographer III	22.25
Photographer IV	27.23
Photographer V	33.06
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.73
Counter Attendant	7.73
Dry Cleaner	9.79
Finisher, Flatwork, Machine	7.73
Presser, Hand	7.73
Presser, Machine, Drycleaning	7.73
Presser, Machine, Shirts	7.73
Presser, Machine, Wearing Apparel, Laundry	7.73

Sewing Machine Operator	10.46
Tailor	11.12
Washer, Machine	8.39
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	19.28
Tool and Die Maker	22.30
Material Handling and Packing Occupations	
Forklift Operator	17.65
Fuel Distribution System Operator	20.08
Material Coordinator	14.05
Material Expediter	14.05
Material Handling Laborer	13.49
Order Filler	12.87
Production Line Worker (Food Processing)	14.84
Shipping Packer	13.79
Shipping/Receiving Clerk	13.79
Stock Clerk (Shelf Stocker; Store Worker II)	15.07
Store Worker I	12.23
Tools and Parts Attendant	16.86
Warehouse Specialist	14.84
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	19.80
Aircraft Mechanic Helper	15.73
Aircraft Quality Control Inspector	20.43
Aircraft Servicer	17.77
Aircraft Worker	18.60
Appliance Mechanic	16.91
Bicycle Repairer	14.81
Cable Splicer	22.77
Carpenter, Maintenance	20.71
Carpet Layer	18.60
Electrician, Maintenance	23.34
Electronics Technician, Maintenance I	18.85
Electronics Technician, Maintenance II	21.44
Electronics Technician, Maintenance III	23.00
Fabric Worker	15.33
Fire Alarm System Mechanic	19.80
Fire Extinguisher Repairer	16.75
Fuel Distribution System Mechanic	19.80
General Maintenance Worker	15.96
Heating, Refrigeration and Air Conditioning Mechanic	18.00
Heavy Equipment Mechanic	21.41
Heavy Equipment Operator	22.53
Instrument Mechanic	22.28
Laborer	11.17
Locksmith	18.60
Machinery Maintenance Mechanic	21.60
Machinist, Maintenance	19.10
Maintenance Trades Helper	12.47
Millwright	20.20
Office Appliance Repairer	17.99
Painter, Aircraft	17.45
Painter, Maintenance	17.45
Pipefitter, Maintenance	21.96
Plumber, Maintenance	19.85
Pneudraulic Systems Mechanic	19.80
Rigger	18.47

Scale Mechanic	17.99
Sheet-Metal Worker, Maintenance	19.68
Small Engine Mechanic	16.35
Telecommunication Mechanic I	18.00
Telecommunication Mechanic II	20.41
Telephone Lineman	19.80
Welder, Combination, Maintenance	18.00
Well Driller	18.00
Woodcraft Worker	19.20
Woodworker	16.91
Miscellaneous Occupations	
Animal Caretaker	10.66
Carnival Equipment Operator	11.56
Carnival Equipment Repairer	11.98
Carnival Worker	8.83
Cashier	10.13
Desk Clerk	10.80
Embalmer	22.36
Lifeguard	9.70
Mortician	22.36
Park Attendant (Aide)	12.18
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.06
Recreation Specialist	13.81
Recycling Worker	14.53
Sales Clerk	12.22
School Crossing Guard (Crosswalk Attendant)	12.85
Sport Official	10.39
Survey Party Chief (Chief of Party)	25.90
Surveying Aide	15.12
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	20.72
Swimming Pool Operator	10.43
Vending Machine Attendant	10.91
Vending Machine Repairer	13.93
Vending Machine Repairer Helper	11.91
Personal Needs Occupations	
Child Care Attendant	10.33
Child Care Center Clerk	13.41
Chore Aid	9.16
Homemaker	14.91
Plant and System Operation Occupations	
Boiler Tender	19.87
Sewage Plant Operator	21.67
Stationary Engineer	19.87
Ventilation Equipment Tender	15.73
Water Treatment Plant Operator	22.21
Protective Service Occupations	
Alarm Monitor	14.33
Corrections Officer	19.80
Court Security Officer	23.51
Detention Officer	23.51
Firefighter	23.53
Guard I	7.73
Guard II	11.31
Police Officer	23.48
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	18.78
Hatch Tender	18.78

Line Handler	18.78
Stevedore I	16.68
Stevedore II	17.83
Technical Occupations	
Air Traffic Control Specialist, Center (2)	29.03
Air Traffic Control Specialist, Station (2)	20.02
Air Traffic Control Specialist, Terminal (2)	22.05
Archeological Technician I	18.15
Archeological Technician II	20.29
Archeological Technician III	25.13
Cartographic Technician	24.74
Civil Engineering Technician	21.28
Computer Based Training (CBT) Specialist/ Instructor	23.32
Drafter I	15.03
Drafter II	16.87
Drafter III	19.04
Drafter IV	23.59
Engineering Technician I	15.93
Engineering Technician II	17.87
Engineering Technician III	20.17
Engineering Technician IV	24.99
Engineering Technician V	30.56
Engineering Technician VI	36.96
Environmental Technician	20.56
Flight Simulator/Instructor (Pilot)	25.27
Graphic Artist	21.29
Instructor	22.01
Laboratory Technician	15.33
Mathematical Technician	18.10
Paralegal/Legal Assistant I	15.56
Paralegal/Legal Assistant II	17.49
Paralegal/Legal Assistant III	19.40
Paralegal/Legal Assistant IV	20.95
Photooptics Technician	17.78
Technical Writer	19.75
Unexploded (UXO) Safety Escort	18.45
Unexploded (UXO) Sweep Personnel	18.45
Unexploded Ordnance (UXO) Technician I	18.45
Unexploded Ordnance (UXO) Technician II	22.32
Unexploded Ordnance (UXO) Technician III	26.76
Weather Observer, Combined Upper Air and Surface Programs (3)	17.84
Weather Observer, Senior (3)	19.84
Weather Observer, Upper Air (3)	17.84
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	16.83
Parking and Lot Attendant	8.95
Shuttle Bus Driver	12.07
Taxi Driver	10.57
Truckdriver, Heavy Truck	16.57
Truckdriver, Light Truck	10.97
Truckdriver, Medium Truck	16.30
Truckdriver, Tractor-Trailer	16.92

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3

weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span

of continuous service with the present contractor or successor, wherever employed, and with

the predecessor contractors in the performance of similar work at the same Federal

facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King

Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus

Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for

any of the named holidays another day off with pay in accordance with a plan communicated

to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as

numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or

professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is

entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the

rate of basic pay plus a night pay differential amounting to 10 percent of the rate of

basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular

tour of duty, you will earn a night differential and receive an additional 10% of basic pay

for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a

week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of

basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work

which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is

considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed

in a position that represents a high degree of hazard when working with or in close

proximity to ordnance, explosives, and incendiary materials. This includes work such as

screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and

pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-

house activities involving propellants or explosives. Demilitarization, modification,

renovation, demolition, and maintenance operations on sensitive ordnance, explosives and

incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents

a low degree of hazard when working with, or in close proximity to ordnance, (or employees

possibly adjacent to) explosives and incendiary materials which involves potential injury

such as laceration of hands, face, or arms of the employee engaged in the operation,

irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent

work area or equipment being used. All operations involving, unloading, storage, and

hauling of ordnance, explosive, and incendiary ordnance material other than small arms

ammunition. These differentials are only applicable to work that has been specifically

designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by

the terms of the Government contract, by the employer, by the state or local law, etc.),

the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such

uniforms is an expense that may not be borne by an employee where such cost reduces the

hourly rate below that required by the wage determination. The Department of Labor will

accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate

number of uniforms without cost or to reimburse employees for the actual cost of the

uniforms. In addition, where uniform cleaning and maintenance is made the responsibility

of the employee, all contractors and subcontractors subject to this wage determination

shall (in the absence of a bona fide collective bargaining agreement providing for a

different amount, or the furnishing of contrary affirmative proof as to the actual cost),

reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or

\$.67 cents per day). However, in those instances where the uniforms furnished are made of

"wash and wear" materials, may be routinely washed and dried with other personal garments,

and do not require any special treatment such as dry cleaning, daily washing, or commercial

laundering in order to meet the cleanliness or appearance standards set by the terms of the

Government contract, by the contractor, by law, or by the nature of the work, there is no

requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service

Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the

Third Supplement, dated March 1997, unless otherwise indicated. This publication may be

obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the

Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444

(SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not

listed herein and which is to be employed under the contract (i.e., the work to be

performed is not performed by any classification listed in the wage determination), be

classified by the contractor so as to provide a reasonable relationship (i.e., appropriate

level of skill comparison) between such unlisted classifications and the classifications

listed in the wage determination. Such conformed classes of employees shall be paid the

monetary wages and furnished the fringe benefits as are determined. Such conforming

process shall be initiated by the contractor prior to the performance of contract work by

such unlisted class(es) of employees. The conformed classification, wage rate, and/or

fringe benefits shall be retroactive to the commencement date of the contract. {See Section

4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF

1444 should be prepared for each wage determination to which a class(es) is to be

conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation)

and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed

classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate),

including

information regarding the agreement or disagreement of the authorized representative of the

employees involved, or where there is no authorized representative, the employees

themselves. This report should be submitted to the contracting officer no later than 30

days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the

action, together with the agency's recommendations and pertinent information including the

position of the contractor and the employees, to the Wage and Hour Division, Employment

Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of

Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves

the action via transmittal to the agency contracting officer, or notifies the contracting

officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations"

(the Directory) should be used to compare job definitions to insure that duties requested

are not performed by a classification already listed in the wage determination. Remember,

it is not the job title, but the required tasks that determine whether a class is included

in an established wage determination. Conformances may not be used to artificially split,

combine, or subdivide classifications listed in the wage determination.

&&&&&&&&&&

EXHIBIT 2

	BLDG #	ATYPE	MAKE	MODEL	NOTES
1	A0610	AIR CONDITIONER	HEAT PUMP	BWC150LH00AD	
2	A0611	AIR CONDITIONER	HEAT PUMP	BWD724A100BD	
3	A0611	AIR CONDITIONER	HEAT PUMP	BWD724A100BD	
4	A0611	AIR CONDITIONER	HEAT PUMP	BWD724A100BD	
5	A0640	AIR CONDITIONER	TRANE	BWG150L400AD	
6	A1110	AIR CONDITIONER	TRANE	BWA240C400LA	
7	A1110	AIR CONDITIONER	TRANE	BWA240C400LA	
8	A1110	AIR CONDITIONER	TRANE	BWA240C400LA	
9	A1110	AIR CONDITIONER	TRANE	BWA240C400LA	
10	A1112	AIR CONDITIONER	TRANE	TWR024C100A5	
11	A1112	AIR CONDITIONER	GE	BWD724A100AD	
12	A1112	AIR CONDITIONER	TRANE	TWR024C100A2	
13	A1112	AIR CONDITIONER	TRANE	TWR024C100A2	
14	A1112	AIR CONDITIONER	AIR PRO	N / A	
15	B0802	AIR CONDITIONER	BARD	N / A	
16	B0802	AIR CONDITIONER	BARD	N / A	
17	B0803	AIR CONDITIONER	TYPHOON	024CU-6	
18	B0803	AIR CONDITIONER	TYPHOON	024CU-6	
19	B0803	AIR CONDITIONER	TYPHOON	024CU-6	
20	B0803	AIR CONDITIONER	TYPHOON	024CU-6	
21	B0803	AIR CONDITIONER	TYPHOON	024CU-6	
22	B0820	AIR CONDITIONER	BARD	60HFQ3	
23	B0820B	AIR CONDITIONER	WALL KING	AWY036BAVAA1001	
24	B0820C	AIR CONDITIONER	WALL KING	AWY036BAVAA1001	
25	B0820C	AIR CONDITIONER	WALL KING	AWY036BAVAA1001	
26	B0822	AIR CONDITIONER	TRANE	BWD72441000BO	
27	B0822	AIR CONDITIONER	TRANE	BWO724S100BO	
28	B0822	AIR CONDITIONER	TRANE	BWD724A100A1	
29	B0822	AIR CONDITIONER	TRANE	BWD724S100BO	
30	B0829	AIR CONDITIONER	TYPHOON	U24CU-6	
31	B0829	AIR CONDITIONER	TYPHOON	U24CU-6	
32	B0829	AIR CONDITIONER	TYPHOON	U24CU-6	
33	B0829	AIR CONDITIONER	TYPHOON	U24CU-6	
34	B1216	AIR CONDITIONER	ADDISON/COLEMAN	AH68BFD420D	
35	B1217	AIR CONDITIONER	FRIGIDAIRE	S3BA-030K	
36	B1218	AIR CONDITIONER	FRIGIDAIRE	FS3BA-048KA	
37	T1035	AIR CONDITIONER	HARDYNE	Q3RA-030K	
38	T1210	AIR CONDITIONER	TRANE	YCH060C3L0BA	
39	T1210	AIR CONDITIONER	HEIL	CHB0905NAA	
40	T1210	AIR CONDITIONER	TRANE	N / A	
41	T1210	AIR CONDITIONER	TRANE	TTK036C100A1	
42	T1210	AIR CONDITIONER	LIEBERT	N / A	
43	T3726	AIR CONDITIONER	CARRIER	38YCB060500	
44	T4079	AIR CONDITIONER	TRANE	BWH748A100A1	
45	T5170	AIR CONDITIONER	VARIOUS	WINDOW SHAKERS	
46	T5170	AIR CONDITIONER	VARIOUS	WINDOW SHAKERS	
47	T5170	AIR CONDITIONER	VARIOUS	WINDOW SHAKERS	
48	T5170	AIR CONDITIONER	VARIOUS	WINDOW SHAKERS	
49	T5170	AIR CONDITIONER	VARIOUS	WINDOW SHAKERS	

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EXHIBIT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

1.0 Inspection and Acceptance:

1.1 Quality Assurance (QA): The Government will monitor Contractor's performance using QA procedures established for the contract. The Government reserves the right to utilize other methods as necessary to assure Contractor compliance with all terms and conditions of the contract.

1.2 Inspection: Work will be inspected by the Government to insure that it is accomplished as specified.

1.3 ANSI/AQSC Z1.4 - 1993 "Sampling Procedures and Tables for Inspection by Attributes" will be used by the Government as a method of determining accept/reject levels and inspection surveillance for random sampling of tasks listed in this Exhibit.

1.4 Notwithstanding the contract clause entitled "Inspection of Services", or any interpretation thereof, the Government may, in addition to exercising the rights discussed above, including the right to make permanent deductions, require the Contractor to re-perform defective services to an acceptable level.

1.5 Reductions for Unsatisfactory or Non-Performed Work: An amount equal to the value of the unsatisfactory or non-performed work, in accordance with (IAW) the procedures specified below, will be deducted from any payment due the contractor. Deductions for items or services inspected using random sampling or other methods will be determined IAW the procedures outlined in this Exhibit.

2.0 Task Service Orders, Preventative Maintenance:

2.1 Accepted and Rejected Work: Work will be accepted or rejected based upon the following defects of work that was ordered to be accomplished.

2.1.1 Non-critical defects are obvious deficiencies found upon inspection that:

- » do not cause hazardous conditions and potential and actual property or equipment damage
- » can be corrected within one hour (unless defect is critical)
- » would not cause an occupied building to be inhabitable
- » would not cause equipment or fixtures to be unusable or inoperative
- » do not cause great inconvenience to occupants to correct

2.1.1.1 Some examples of non-critical defects are:

- » blown light bulb (readily accessible)
- » leaking faucet
- » unserviceable toilet

2.1.2 Critical defects are deficiencies found upon inspection that:

- » cause hazardous conditions, injuries, or actual property or equipment damage
- » cannot be corrected within one hour
- » would cause a building to be inhabitable
- » would cause equipment or fixtures to be unusable or inoperative
- » cause great inconvenience (e.g., no toilet use, waterpipe leak causing damage) to occupants to correct

2.1.2.1 Some examples of critical defects are:

- » grounding type receptacles not grounded
- » broken out window (lack of security)
- » unsecure exterior door (other than lockset)
- » appliance does not work

2.1.3 Standards for accepts/rejects

2.1.3.1 Critical defects: One critical defect will cause the work to be rejected.

2.1.3.2 Non-critical defects (per building for PM/per Service Order):

<u>Type of Work</u>	<u>Number of Non-critical Defects Allowed Before Work to be Rejected</u>
Task Service Order Quality	Over two punchlist items
Preventative Maintenance Quality	Over three punchlist items

2.1.4 All punchlist items must be corrected, even if the work was not rejected. If the punchlist items are not corrected or not allowed to be corrected, deductions may be taken based upon the AQL for time of the unperformed corrections.

2.2 Random Inspections: Inspections for quality, time and records will be performed on contractor's completed work each month. Buildings will be selected randomly using MIL STD 105E procedures for the following:

2.2.1 Task service orders and PM inspections will be selected from the contractor's completed work.

2.3 Payment Analysis: Payment analysis is used to determine deductions or reductions of the contract Line Item which corresponds to services found unsatisfactory regardless of whether the Government allows the service to be re-performed. Payment analysis is shown for Random Sampling. All costs, populations, etc., are for example purposes only.

2.3.1 Task Service Orders (Item 1) - example of deduction analysis

Note: the 80%, 10% and 5% are deduct percentages based on Government weighting related to the importance of the task.

2.3.1.1 QUALITY AQL: 4.0%

<u>POPULATION</u>	<u>SAMPLE SIZE</u>	<u>ALLOWANCE</u>		<u>INSPECTION RESULTS</u>	<u>DEDUCTION (QUALITY)</u>
		<u>ACCEPT</u>	<u>REJECT</u>		
1230 Service Orders (S.O.)	125 S.O.	10	11	12 rejects	$(12/125) \times \$100,000 \times (0.80) = - \$7,680$

$\text{REJECTS/SAMPLE SIZE} \times$
 $\text{MONTHLY BID PRICE} \times (\% \text{MAXIMUM DEDUCTION}) = \text{MONTHLY DEDUCTION}$
 $\$100,000/1230 \times (0.80) \times (12) = +\780
 $\$6,900$
 Corrected Monthly
 Deduction for Quality

If rejects are re-performed or corrected; credit will be given for the corrected items according to:
 $(\text{MONTHLY BID PRICE}/\text{SERVICE ORDER POPULATION}) \times (\% \text{ MAXIMUM DEDUCTION}) \times (\text{NO. OF CORRECTED REJECTS}) = (\text{MONTHLY CREDIT FOR RE-PERFORMANCE})$

* Note: If all rejects are not re-performed, only the actual re-performed rejects (i.e. <12) will be credited.

2.3.1.2 TIME AQL: 6.5%

<u>POPULATION</u>	<u>SAMPLE SIZE</u>	<u>ALLOWANCE</u>		<u>INSPECTION RESULTS</u>	<u>DEDUCTION (TIME)</u>
		<u>ACCEPT</u>	<u>REJECT</u>		
1230 S.O.	125 S.O.	14	15	15 rejects	$(15/125) \times (\$100,000) \times 0.10 = - \$1,200$ deduction for Time

Time cannot be re-performed = 0 (no credit)/(\$1,200.00 Monthly)

2.3.1.3 RECORDS AQL: 4.0%

<u>POPULATION</u>	<u>SAMPLE SIZE</u>	<u>ALLOWANCE</u>		<u>INSPECTION RESULTS</u>	<u>DEDUCTION (RECORDS)</u>
		<u>ACCEPT</u>	<u>REJECT</u>		
1230 S.O.	125 S.O.	10	11	12 rejects	$(12/125) \times (\$100,000) \times 0.05 = - \$ 480$

All rejected records must be corrected: $(\$100,000/1230) \times (0.05) \times 12 = + \underline{49}$
 -\$ 431 Monthly
 deduction for
 records

2.3.1.4 Total payment for Item 1 for the month (random sampling only).

\$ 100,000	Bid Item Price	
- 6,900	Quality }	
- 1,200	Time	}-\$8,531 for deficient random work
- 431	Records }	
\$ 91,469	Payment	

2.3.2 Deductions for other items inspected by random sampling will be calculated the same way as the example of the Task Service Order shown in paragraph 2.3.1.

3.0 Preventative Maintenance:

3.1 Computation of Reductions: Monthly payment to the Contractor will be reduced for unsatisfactory performance using the following methods. Contractor performance will be compared to contract standards and acceptable quality levels using the Quality Assurance Surveillance Plan. If performance of any required service is unsatisfactory, an amount of money up to the percentage stated in Column 5 of the Performance Requirement Summary will be deducted from the monthly invoice.

Example: If the following conditions apply (a monthly example is used, but a weekly method may be used):

- | | |
|---|--------------------------|
| a. Bid Item | #2 |
| b. Required Service | Preventative Maintenance |
| c. Lot Size (occurrences per 720 month of task) | |
| d. Sample Size | 80 |
| e. AQL | 4% or 7 failures |
| f. # of failures - actual | 8 |
| g. Monthly contract price for Bid Items | \$10,000 |
| h. Deduct percentages (% of Bid Item represented by task) | 40% |

The deduction is computed as follows:

Step 1 - Multiply g. (monthly contract price) by h. (deduct percentage).

$$(\$10,000) \times (0.40) = \$4,00.00$$

This represents the total dollar value of the 720 tasks in the lot.

Step 2 - Multiply the result in Step 1 by the number of defects divided by the sample size:

$$(\$4,000) \times (8/80) = \$400.00$$

This represents the value of probable actual failures throughout the lot. This is the amount which will be deducted if none of the 8 inspected failures were re-performed. If re-performance occurred, complete Step 3.

Step 3 - Assume all 8 tasks were re-performed.

a. Compute value of each task:

$$(\$4,000)/(720) = \$5.56$$

b. Multiply this by the number of tasks re-performed:

$$(\$5.56) \times (8) = \$44.48$$

c. Subtract this amount from the deduction computed in Step

2: This is the total deduction.

$$(\$400) - (\$44.48) = \$355.52$$

NOTE: If tasks cannot be re-performed Step 3b = 0

3.2 For those areas that are surveyed on a less than monthly basis, the deduction will be taken from monies when that area was reviewed and found unsatisfactory. The deduction will be an accumulation from each month covered by the surveillance.

4.0 General - Deductions and Default:

4.1 For services listed on the PRS, the amount to be deducted from monies due the Contractor will be the sum of the deductions for each unacceptably performed task on a monthly or weekly basis. The CO reserves the right to make these deductions from any payment due the Contractor, to exercise any other option stated or implied elsewhere in this contract, or both. The CO specifically reserves all rights and remedies available to the Government including those in the Inspection of Services clauses and the various termination clauses. Therefore, for example, unacceptable performance could result in both a deduction from monies due the Contractor and termination of all or part of the contract for default.

INDEX

Performance Criteria List

<u>Required Service</u>	<u>Page</u>				
1.0 Task Service Order Work	E-3-1				
2.0 Preventative Maintenance	E-3-1				
1.0 Task Service Order Work					
1.1 Quality	E-12	4.0%	Random	80% of CLIN 1	
1.2 Timeliness	E-6	6.5%	Random	10% of CLIN 1	
1.3 Records	C.5 and E-13	4.0%	Random	5% of CLIN 1	
2.0 Preventative Maintenance (PM)					
2.1 Quality	E-11 and E-12	4.0%	Random	80% of CLIN 2	
2.2 Timeliness	E-6	6.5%	Random	10% of CLIN 2	
2.3 Records	C-5 and E-13	4.0%	Random	5% of CLIN 2	

* The base period bid items are shown. Corresponding optional bid items shall be used for each optional bid item and each optional year.

CLIN= Contract Line Item

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EXHIBIT 04

DATA REQUIREMENTS (DELIVERABLES)

Provide and deliver the following in electronic format:

REQUIREMENT	SPEC. PARA.	DATE/TIME REQUIRED	NO. OF COPIES	DELIVERED TO
1) Quality Control Plan	C.1.6.1.2	10 calendar days after award	1 1	Contracting Officer ECMD COR
2) HFL Form 1235	C.1.6.1.5	Daily/0815 hrs	1	Engineering Contract Management Division(ECMD)
3) Actual Organizational Breakdown	C.1.8.2	10 calendar days after award	1 4	Contracting Officer ECMD
4) Contractor Business Cards, Call Cards, and Sample Badge	C.1.9.1.7 C.1.9.1.8	When work is performed and submitted for approval within 10 calendar days	2	ECMD
5) Return Call Tags	C.1.9.3.1.1 Exhibit 19	When appointments cannot be made	1	Ordered buildings.
6) Accident Reports	C.1.10.1	Within one work day of occurrence	as req.	Contracting Officer's Representative
7) Invoices	C.1.16 Exhibit 8	After 15th of following work month	2 1 (orig)	ECMD Finance & Accounting, Rome, NY
8) NFWT Statement	C.1.20.1 C.5.1.11	Weekly and monthly	1	ECMD
9) Computer Data Input and Update (Floppy Disk and Hard Copies)	C.5.6.2 Exhibit 30	Refer to Exhibit 30	1	ECMD
10) Completed Service Orders	C.5.4.2.4	Within 2 working days after completion	1 1	ECMD R&P Branch
11) Service Order and Appointment Logs	C.5.1.2 Exhibit 30, Exhibit 31	Each following Gov't workday by 0800 hours and	1 1	ECMD R&P Branch

REQUIREMENT	SPEC. PARA.	DATE/TIME REQUIRED	NO. OF COPIES	DELIVERED TO
		weekly		
12) Task Item Service Order Monthly Report	C.5.1.1.3 & Exhibit 7	Monthly by third workday	1	ECMD
13) Monthly Demolished Building List	C.5.2.2 & Exhibit 10	Monthly with invoice	2	ECMD
14) Contract Discrepancy Report	C.1.6.4 & Exhibit 16	Within two workdays	1 1	Contracting Officer ECMD
15) Contract Reminder	Exhibit 18	Within two workdays	1	ECMD
16) Customer Complaint Record	C.1.6.5.2 & Exhibit 21	Return statement within 2 workdays	1	ECMD
17) All Checklists, other than Heat Maintenance	C.5.7.1.5 & Exhibit 11	Day work is complete	1	Building Mechanical Room
18) Deficiency List	C.5.1.12 & Exhibit 29	Task Service Order 2 workdays after issuance	1	ECMD
19) Heat Maintenance Logs	C.5.7..1.6 & Exhibit 33	Monthly by third workday	3	ECMD
20) Kitchen Equipment Removal S.O.	C.5.8.10 & Exhibits 34	Within 2 workdays	1 1	ECMD Property Administrator
21) Troubleshooting & Service Checklists	C.5.7.1.3	Within 10 calendar days after Contract Award or 10 calendar days after discovery of different heating system	1	ECMD
22) All Heating Maintenance Checklists (PM)	C.5.7.1.5 & Exhibit 11	Within 10 calendar days after Contract Award	1	ECMD
23) List of Unrepairable Kitchen Equipment	C.5.8.14	Within 5 workdays after inspection	1 1	ECMD User (original)

REQUIREMENT	SPEC. PARA.	DATE/TIME REQUIRED	NO. OF COPIES	DELIVERED TO
24) Task Service Order Log	Exhibit 9	Monthly by third working day	1	ECMD
25) Inventory of Gov't furnished kitchen equipment, update hand receipt	C.5.8.10	Semi-annually or as requested by the Property Admin. Submit within two workdays after completion	4	Sign hand receipt for Property Admin., original to Property Admin. and one copy to ECMD
26) Back-Ordered Parts Log	C.5.1.13 & Exhibit 43	First workday of each week	1	ECMD
27) Licenses and Certifications	C.1.3.13	10 calendar days after Award and after new employee starts work	1	ECMD
28) Disposal of Hazardous Waste Manifest	C.1.10.7.3.1	Within 60 calendar days after disposal	1 1	ECMD ENRD (PW) (original)
29) Monthly Schedule for P.M. Inspections	C.5.7.1.2	At least 30 calendar days before annual inspection. Update monthly.	1 1	ECMD Contracting Officer
30) Radio Frequency Information	C.4.4	Prior to Radio Equipment Installation.	2	Contracting Officer's Representative
31) Task Service Order Extension Request	C.1.9.3.5	Prior to completion date	1	ECMD
32) Asbestos Plan	C.1.10.3	Within 10 calendar days of award.	Orig + 3	ENRD ECMD
33) Application for Asbestos Removal to be Performed Under Annual Permit	C.1.10.3.3	Two workdays before expected start date	1 2	ECMD ENRD (Orig + 1 copy)
34) Notification of Asbestos Removal Completed Under	C.1.10.3.3	Within 5 workdays of completing work	1 2	ECMD ENRD (Orig + 1 copy)

REQUIREMENT	SPEC. PARA.	DATE/TIME REQUIRED	NO. OF COPIES	DELIVERED TO
Annual Permit				
35) PSACPA Required Clearance Sample Forms and Waste Shipment Records	C.1.10.3.3	Within 5 workdays of completing work	1 2	ECMD ENRD (Orig + 1 copy)
36) Laboratory Report on Asbestos Containing Material	C.1.10.3.3.1, Exhibit 12, Para. 49.4	Within 48 hours after receipt from laboratory	1 2	ECMD ENRD
37) Hazardous Waste Inventory Report	C.1.10.7.3	Monthly by third working day after completion	1 2	ECMD ENRD (Orig + 1 copy)
38) Computer Data on Service Orders	C.5.6 & Exhibit 31	Daily by modem or direct link	As speci- fied	PW LAN System
39) Kitchen Equipment Service and Inventory Log	C.5.3.7, C.5.8.20, & Exhibit 14	Weekly by modem or direct link and hard copies	2 cys and as speci- fied	ECMD & R&P
40) Pest Control (for chemical usage in Dining Room)	C.1.3.10	Prior approval for usage	3 (1 ea)	ECMD, ENRD, and O&M
41) Other Specified Requirements not listed above	As applicable	As specified	As speci- fied	As specified

EXHIBIT 5

ESTIMATED SERVICE FREQUENCY

It is estimated that there will be 4,000 to 5,000 task service orders for the base and each option year should be reduced by 10%, broken down as follows:*

Emergency service orders to be a maximum of 40% of all service orders.**

Urgent service orders to be a maximum of 40% of all service orders.

Routine service orders to be a maximum of 100% of all service orders, (i.e., routine service orders to be whatever is not used as emergency or urgent).

* NUISANCE AND NO ACCESS SERVICE ORDERS ARE NOT INCLUDED IN THESE ESTIMATES.

** HEAT MAINTENANCE AND KITCHEN EQUIPMENT WORK MAY CAUSE THE EMERGENCY SERVICE ORDER WORK TO INCREASE DURING HEATING SEASON AND EXERSISES SUCH AS ROTC, NOBLE EGALE AND WSO.

** EMERGENCY CALLS (PRIORITY 1) MAY GO AS HIGH AS 200/MONTH FOR AFTER HOURS AND WEEKENDS DURING THE HEATING SEASON AND ROTC (ALL OTHER CALLERS ARE REFERRED TO CALL BACK DURING NORMAL WORKING HOURS).

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EXHIBIT 6

Priority 3	Priority 4		
Significant: Problem poses significant potential for personal discomfort or moderate threat to property or mission.	Routine: Problem is a routine repair.		
<p><u>Response time:</u> On-site or direct coordination with customer within 2 working days after the day of the work order creation.</p> <p>Examples: (1) work order created anytime on a Tuesday, response is due by 2400 hours on Thursday; (2) work order created anytime on Friday-response is due by 2400 hours on Tuesday (Wednesday if Monday is a holiday).</p> <p><u>Completion time:</u> Within 10 calendar days after the day of the work order creation.</p> <p>Example: Work order is created anytime on the 5th of the month. Work order must be completed by 2400 hours on the 15th.</p>	<p><u>Response time:</u> On-site or direct coordination with customer within 10 calendar days after the day of the work order creation. Example: Work order created anytime on the 10th of the month, response is due by 2400 hours on the 20th.</p> <p><u>Completion time:</u> 30 calendar days after the day of work order creation.</p>	Work to be packaged together with like work for future project accomplishment as resources, manpower, and volume of work dictate <u>OR</u> as specified below.	Completion time for pri 5 work types.
Examples	Examples	Examples	
Toilet inoperable in an individual barracks room	Leaking outside hose bib		
Flowing or dripping water fountain leak	Clogged/slow water fountain		
Clogged toilet in latrine with more than one toilet	<u>After R&U has attempted:</u>		

Clogged drain (other than messhall or CDC-pri 2)	Dripping faucet		
Running outside hose bib	Dripping leak under sink		
	Dripping water heater leak		
	Slow/running toilet		
	Slow drain		
	Noisy pipes/radiator banging		
No heat in one or more individual brks rm (partial bldg outage)- provide interim heat within 2 days			
Juice machines	T/I refers		
Ice machines	Inoperable/noisy exhaust fans in latrines		
Ice cream machines			
A/C too cold			
Exhaust fans in dining facilities			
Air compressors			
Broken thermostats			
No heat -wing or floor (controls problem)			
Building, room, etc. too warm	Radiant heat in motor pool bays		
Kitchen appliance repairs - minor appliances such as toasters, ice cream makers, meat slicers...	Adjust/repair parking lot lighting	Changing bulbs	Contact customer within 15 days to schedule work within 60 days
Exit sign or emergency lighting fixture	Broken receptacle or switch	New work for outlet installation - requirements	
No power to 1 room	Ballast repairs	converted from written work requests (DA4283)	
Line protection assists	Repair ballfield lights	Remove shoes from power lines	Within 60 days
Security lighting	Relamping streetlights		
Unsecured interior doors other than barracks room door	Minor structural damage (e.g. hole in wall, old door)	Gutter cleaning	Collect info to accomplish as resources allow

Roof leak affecting property w/obvious significant damage or dripping (e.g. sagging ceiling, cracking walls, puddles on floor)	Roof leaks causing minor impact to property or personnel (e.g. discolored ceiling tile, slow drip, remote area of a building)		
	Broken windows not on first floor and not accessible by landings		
Electronic lock malfunction/low battery	Change lock core (S.O. conversions only)		
Redo omni locks			
Fabricate keys			
Change safe combination			
Playground equipment not safety related	Repair/replace non-secure door	Repair of perimeter fence	Collect info to accomplish as resources allow
Kitchen equipment	Repair gates, non-secure areas	Gutter repair	
		Exhaust systems	
		Painting of interior spaces	Collect info to accomplish
Broken irrigation lines and sprinkler heads	Routine maintenance such as trimming, spruce-up		
	Repair irrigation system		
	Dead tree removal		
Carcass removal outside of cantonment area	Spray for ants, roaches, etc		
Insects, rodents, other pests in unwanted areas	Inspection for pests		
	Tree, shrub and turf pests		
All signs other than traffic movement related	Install bollards	Repair potholes	Weather dependent -
Clogged storm sewer grate	Move safes	Grade and gravel parking lots	complete within
		Street sweeping	60 calendar days
		Placement of dumpsters	Dates by customer
Sewer gas odor			

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EXHIBIT - 7

* TASK ITEM SERVICE ORDER MONTHLY REPORT

_____ Month

_____ Year

<u>ITEM</u>	<u>MONTHLY QUANTITY</u>	<u>CUMULATIVE QUANTITY</u>
EMERGENCY SERVICE ORDERS	_____	_____
URGENT SERVICE ORDERS	_____	_____
ROUTINE SERVICE ORDERS	_____	_____
NUISANCE CALL SERVICE ORDERS	_____	_____
NO ACCESS SERVICE ORDERS	_____	_____

* The contractor shall fill out the monthly and cumulative amounts.

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EXHIBIT - 8

INVOICES

The contractor shall provide and submit invoices for payment no more often than after the fifteenth and the last calendar day of each month following the month that work was accomplished.

The contractor shall submit the monthly invoice with any known deductions within the specified timeframe in the following manner;

Original to Rome Operating Location, **Attention: Vendor Pay, 124 Chappie James Blvd., Rome, NY 13441-4511, Customer Service 1-800-553-0527.**

Two copies to the PW Contract Management Branch, Building 2012, HQ, I Corps and Fort Lewis, Fort Lewis, WA 98433-5000, with the notation on the return address block of "M&R Temporary Building Contractor".

The Contracting Officer will determine deductions in accordance with the contract.

The contractor shall break down monthly payments for all Contract Line Items.

NOTES:

(1) Deduction for keys, reinspections, damage to Government-furnished property, work deficiencies as outlined in the performance requirements summary and the Quality Control section of the specification and other possible deductions as specified elsewhere may be taken. **This includes deductions for demolished building square footage.**

(2) Attach monthly reports to the invoice copies to PW Contract Management Branch and Contracting Office.

(3) The Contractor may be required to breakout line item costs by classification codes when directed.

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EXHIBIT 9

* TASK ITEMS FOR SERVICE ORDERS (FOR BASE AND OPTION YEARS)
SEE EXHIBIT 12 FOR QUALITY AND STANDARDS OF WORK
MOST OF THE WORK SHALL BE DONE IN OCCUPIED BUILDINGS

Task #	Description	Units	Actual Monthly Quantity	Actual Cumulative Quantity
<u>GENERAL</u>				
101.	Repair wallboard	EA		
102.	Replace wallboard	EA		
103.	Repair doors	EA		
104.	Replace doors	EA		
105.	Repair stairs, treads handrails and wood floors	EA Stairs EA Handrails SF Floors EA Treads		
106.	Replace stairs, treads and handrails	EA Stairs EA Handrails EA Treads		
107.	Repair cabinets	EA		
108.	Replace cabinets	EA		
109.	Repair countertops	EA		
110.	Replace countertops	LF		
111.	Repair exterior siding	SF		
112.	Replace exterior siding	EA		
113.	Repair roofing	SF		
114.	Repair flashing	LF		
115.	Replace flashing	LF		
116.	Repair door frame	EA		
117.	Replace door frame	EA		

* The contractor shall fill in monthly and cumulative quantities and submit monthly to Contract Management Branch.

Task #	Description	Units	Actual Monthly Quantity	Actual Cumulative Quantity
118.	Repair window framing	EA		
119.	Replace window framing	EA		
LEGEND:				
BLDGS = Building	SF = Square Feet	LF = Linear Feet	EA = Each	
QTRS = Quarters	SY = Square Yards	CY = Cubic Yards		
120.	Repair framing	EA		
121.	Replace framing	EA		
122.	Repair screens	EA		
123.	Repair screen doors	EA		
124.	Replace screens	EA		
125.	Replace screen door	EA		
126.	Repair subfloor	SF		
127.	Replace subfloor	SF		
128.	Provide handicap ramp	EA		
129.	Remove handicap ramp	EA		
130.	Install or remove temporary security for buildings	BLDG		
131.	Repair handicap grab bars	EA		
132.	Repair handicap ramps	EA		
133.	Repair porch	EA		
134.	Repair vinyl tile floors	EA		
135.	Replace vinyl tile floors	SF		
136.	Repair ceilings	EA		
137.	Replace ceilings	SF		

* The contractor shall fill in monthly and cumulative quantities and submit monthly to Contract Management Branch.

Task #	Description	Units	Actual Monthly Quantity	Actual Cumulative Quantity
138.	Replace window glazing EA			
139.	Remove moss from roof	EA		
140.	Repair ceiling fan	EA		
141.	Replace ceiling fan	EA		
142.	Repair roof leak	EA		
143.	Clean out gutters	EA		

* The contractor shall fill in monthly and cumulative quantities and submit monthly to Contract Management Branch.

Task #	Description	Units	Actual Monthly Quantity	Actual Cumulative Quantity
144.	Miscellaneous general service order other than described above	EA		
145.	Install keyless deadbolt lock on exterior doors	EA		
146.	Install/replace exterior lock/knob assembly	EA		
147.	Repair Locks	EA		
148.	Rekey/recore door lock incl. replacement keys	EA		
149.	Provide replacement keys	EA		
150.	Open doors	EA		
151.	Mgt. Of Grand Master Keying System	LOT		
152.	Misc Keying Work Not Shown	EA		

* The contractor shall fill in monthly and cumulative quantities and submit monthly to Contract Management Branch.

Task #	Description	Units	Actual Monthly Quantity	Actual Cumulative Quantity
<u>PLUMBING/MECHANICAL</u>				
300.	Unplug sinks, toilets, urinals, drains and grease traps inside of building.	EA		
301.	Repair toilets/urinals	EA		
302.	Replace toilets/urinals	EA		
303.	Repair sinks	EA		
304.	Replace sinks	EA		
305.	Repair showers or shower stalls	EA		
306.	Replace exterior valve boxes	EA		
307.	Replace exterior valve box covers	EA		
308.	Clean out valve boxes	EA		
309.	Repair hose bibbs	EA		
310.	Replace hose bibbs	EA		
311.	Repair outside water lines	LF		
312.	Route out sewer lines to main	LF		
313.	Replace sewer line	LF		
314.	Repair interior valves	EA		
315.	Replace interior valves	EA		
316.	Repair piping	EA		
317.	Replace piping	EA		
318.	Repair faucets	EA		
319.	Replace faucets	EA		

* The contractor shall fill in monthly and cumulative quantities and submit monthly to Contract Management Branch.

Task #	Description	Units	Actual Monthly Quantity	Actual Cumulative Quantity
320.	Repair hot water heaters (includes resetting thermostats)	EA		
321.	Replace hot water heaters	EA		
322.	Repair hot water tank insulation	EA		
323.	Repair plumbing vents} and drains	EA		
324.	Replace plumbing vents and drains (Drain traps shall be considered as one LF of drain)	LF		
325.	Repair sump pump	EA		
326.	Replace sump pump	EA		
327.	Remove and reinstall furnace for piping for hot water heater work	EA		
328.	Drain, remove and reinstall hot water tank (to accomodate other work)	EA		
329.	Repair gas lines and fittings (includes valves)	EA		
330.	Replace gas lines and fittings(includes valves)	EA		
331.	Replace exterior water valve (w/brass)	EA		
332.	Repair water fountain	EA		
333.	Replace water fountain	EA		
334.	Repair sprinkler system	EA		
335.	Repair garbage disposal	EA		

* The contractor shall fill in monthly and cumulative quantities and submit monthly to Contract Management Branch.

Task #	Description	Units	Actual Monthly Quantity	Actual Cumulative Quantity
336.	Replace garbage disposal	EA		
337.	Repair dishwasher	EA		
338.	Replace dishwasher	EA		
339.	Turn water off or on	EA		
340.	Dewinterize/winterize (other than PA)	EA		
341.	Miscellaneous mechanical service order other than described above	EA		

* The contractor shall fill in monthly and cumulative quantities and submit monthly to Contract Management Branch.

Task #	Description	Units	Actual Monthly Quantity	Actual Cumulative Quantity
<u>ELECTRICAL</u>				
400.	Rewire Panel(s)	EA		
401.	Replace panel(s)	EA		
402.	Replace breaker(s)	EA		
403.	Replace switches and receptacles	EA		
404.	Replace cover plates	EA		
405.	Repair switches and receptacles	EA		
406.	Repair fixtures	EA		
407.	Replace fixtures	EA		
408.	Repair smoke and heat detectors	EA		
409.	Replace smoke and heat detectors	EA		
410.	Reset breakers	EA		
411.	Replace dryer circuit to include breakers and receptacles to be compatible with 30 Amp personal dryers	EA		
412.	Repair electric heaters	EA		
413.	Replace electric heaters	EA		
414.	Repair main breaker switches (other than switches in vaults)	EA		
415.	Replace main breaker switches (other than switches in vaults)	EA		

* The contractor shall fill in monthly and cumulative quantities and submit monthly to Contract Management Branch.

Task #	Description	Units	Actual Monthly Quantity	Actual Cumulative Quantity
416.	Repair damaged or defective wiring Includes tightening all connections and replacing up to 10 LF of wiring	EA		
417.	Replace damaged or defective wiring	EA		
418.	Repair electrical meter base Includes all connections, glass and components	EA		
419.	Replace electrical raceways between junction boxes	EA		
420.	Repair fan timer	EA		
421.	Replace fan timer	EA		
422.	Repair panel(s)	EA		
423.	Turn power on/off	EA		
424.	Repair local fire alarm	EA		
425.	Replace local fire alarm	EA		
426.	Repair kitchen appliances	EA		
427.	Replace kitchen appliances	EA		
428.	Miscellaneous electrical service orders other than described above	EA		

* The contractor shall fill in monthly and cumulative quantities and submit monthly to Contract Management Branch.

Task #	Description	Units	Actual Monthly Quantity	Actual Cumulative Quantity
MISCELLANEOUS				
500.	Nuisance calls	% of all service orders		
501.	No access calls	% of all ordered work		
502.	Miscellaneous work, as ordered	As ordered		

* The contractor shall fill in monthly and cumulative quantities and submit monthly to Contract Management Branch.

Task #	Description	Units	Actual Monthly Quantity	Actual Cumulative Quantity
HEAT MAINTENANCE				
700.	Heating Service Calls and Repair (October through March)	EA		
701.	Heating Service Calls and Repair (April through September)	EA		

* The contractor shall fill in monthly and cumulative quantities and submit monthly to Contract Management Branch.

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EXHIBIT 10

MONTHLY COST DECREASE FOR DEMOLISHED BUILDINGS

			Month _____	Year _____
Demolished	Demolished	Total		
<u>Building No.</u>	<u>GSF</u>	<u>Contract</u>	<u>% GSF</u>	<u>Total</u>
		<u>GSF</u>	<u>Decrease</u>	<u>Decrease (\$)</u>

TOTAL MONTHLY DECREASE
(INCLUDE IN MONTHLY BILLING)

MONTHLY COST DECREASE FOR DEMOLISHED BUILDINGS

For example: As an example of a monthly cost decrease, see the following.

Building 6174 was demolished in December of 1999 and had an area of 4,720 gross square feet (GSF), and was part of Fixed Building Item Number 1001 and 1002 for service order and PM work. The cost for Bid Item 1001 is \$200,000 and Bid Item 1002 is \$100,000. The total gross square footage for fixed item buildings are 500,000 SF.

The calculation for monthly cost decrease for the January 2000 billing would be:

$$\text{Monthly decrease (\$)} = (\text{Cost of Bid Items 1001 \& 1002}) \times \frac{(-\text{GSF Bldg 6174})}{(\text{Total Fixed Item Gross Square Footage})}$$

$$\text{Monthly decrease} = (\$200,000 + \$100,000) \times \frac{(-4,720 \text{ SF})}{(500,00 \text{ SF})}$$

$$\text{Monthly decrease} = \$300,000 \times (-.0094) \text{ for January}$$

$$\text{Monthly decrease} = -\$2,820 \text{ for January.}$$

The same method of decrease calculation shall be done for Optional Fixed Items.

The monthly decrease shall be cumulative during each base and option year.

**PREVENTATIVE MAINTENANCE
CHECKLISTS**

GENERAL:

- A. Pest Control: For dining type facilities only, set rodent control traps and spray for insects when buildings closed down at the end of ROTC training period. Any other work shall be done by service order.
- B. Replace batteries at all battery-powered smoke detectors and smoke test annually.
- C. Kitchen equipment start-up and shut-down inspections and checks will be done annually. Coordinate with Food Service Contractor (number and name of Food Service Contractor will be provided to awardee).
- D. P.M. of ROTC Buildings include winterizing and dewatering.
- E. Frequency Legend:
 - W = Weekly M = Monthly
 - Q = Quarterly S = Semi-Annually
 - A = Annually 2 = Every 2 Years
 - 3 = Every 3 years 4 = Every 4 Years
 - 5 = Every 5 years

EXHIBIT 11

PREVENTATIVE MAINTENANCE BOILER FIXED ITEMS	
DESCRIPTION	FREQUENCY
A. BOILER FIRE TUBES/TUBE SHEETS/PRESSURE VESSEL 1. Check tubes and pressure vessel for water leaks. 2. Inspect for excess soot or scale that would result in a failure prior to the next inspection.	A A
B. BREECHING/CHIMNEY 1. Inspect for sign of leakage. 2. Inspection for excess soot, scale, or other abnormality that presents a hazard or would result in a failure prior to the next inspection. 3. Verify proper barometric damper operation (as applicable).	S S S
C. FIRE TUBE INSPECTION DOOR 1. Check overall condition. 2. Inspect for signs of damage/leakage or other deficiency that presents a health or safety hazard or would result in a failure prior to the next inspection.	S S
D. BOILER CONTROLS 1. High Limit: Check for proper operation. 2. Operating Control: Check for proper operation. 3. Low-water cut put: Check for proper operation. Verify boiler shuts down upon low water.	M M M
E. TEMPERATURE/WATER PRESSURE GAUGE 1. Check boiler and system temperature gauges for proper readings; date and record. 2. Check pressure gauge for proper reading. Verify it is consistent with past recorded pressures, and is safe amount away from boiler pressure rating; date and record.	M M
F. OTHER 1. Relief Valve: Check for proper operation. 2. Make-up Water: Verify proper pressure setting on pressure reducing valve (or feeder control) and verify adequate flow into the boiler/system. 3. Strainers: Blow-down strains at make-up water assembly. 4. Expansion Tank: Verify proper expansion tank level (or air pressure for diaphragm type). 5. Review overall condition of entire system (piping connection, valves, boiler room, supports, etcetera) to detect any items requiring maintenance or are likely to fail. 6. Inspect combustion air openings and clean of debris or obstructions. 7. Operate all boiler valves.	M M A S S S A

EXHIBIT 11

<p style="text-align: center;">PREVENTATIVE MAINTENANCE BOILER</p>	
DESCRIPTION	FREQUENCY
<p>A. BOILER FIRE TUBES/TUBE SHEETS/PRESSURE VESSEL</p> <ol style="list-style-type: none"> 1. Check tubes and pressure vessel for water leaks. 2. Inspect for excess soot or scale that would result in a failure prior to the next inspection. 3. Rod/Wire brush clean boiler fire tubes and vacuum out soot and scale. 4. Inspect turbulators for metal fatigue/damage. 5. Clean turbulators. 6. Drain boiler and wash/clean boiler internals (include LWCO, feeder, etcetera). 	<p>M</p> <p>A</p> <p>A</p> <p>A</p> <p>A</p> <p>A</p>
<p>B. BREECHING/CHIMNEY</p> <ol style="list-style-type: none"> 1. Inspect for sign of leakage. 2. Inspection for excess soot, scale, or other abnormality that presents a hazard or would result in a failure prior to the next inspection. 3. Verify proper barometric damper operation (as applicable). 4. Check condition of breeching supports, chimney brick foundation, and overall structural integrity of entire assembly. 5. Vacuum clean soot from breeching and chimney. 	<p>M</p> <p>M</p> <p>M</p> <p>M</p> <p>A</p>
<p>C. FIRE TUBE INSPECTION DOOR</p> <ol style="list-style-type: none"> 1. Check overall condition. 2. Inspect for signs of damage/leakage or other deficiency that presents a health or safety hazard or would result in a failure prior to the next inspection. 	<p>M</p> <p>M</p>
<p>D. BOILER CONTROLS</p> <ol style="list-style-type: none"> 1. High Limit: Check for proper operation. 2. Operating Control: Check for proper operation. 3. Low-water cut put: Check for proper operation. Verify boiler shuts down upon low water. 	<p>M</p> <p>M</p> <p>M</p>
<p>E. TEMPERATURE/WATER PRESSURE GAUGE</p> <ol style="list-style-type: none"> 1. Check boiler and system temperature gauges for proper reading; date and record. 2. Check pressure gauge for proper reading and verify it is consistent with past recorded pressures, and is safe amount away from boiler pressure rating; date and record. 	<p>M</p> <p>M</p>
<p>F. OTHER</p> <ol style="list-style-type: none"> 1. Relief Valve: Check for proper operation. 2. Make-up Water: Verify proper pressure setting on pressure reducing valve (or feeder control) and verify adequate flow into the boiler/system. 3. Strainers: Blow-down strains at make-up water assembly. 4. Expansion Tank: Verify proper expansion tank level (or air pressure for diaphragm type). 	<p>M</p> <p>M</p> <p>S</p> <p>M</p>

EXHIBIT 11

5. Review overall condition of entire system (piping connection, valves, boiler room, supports, Etcetera) to detect any items requiring maintenance or are likely to fail.	S
6. Inspect combustion air openings and clean of debris or obstructions.	
7. Operate all boiler valves.	S
	S

EXHIBIT 11

PREVENTATIVE MAINTENANCE OIL BURNER	
DESCRIPTION	FREQUENCY
A. BURNER OIL NOZZLE 1. Remove oil nozzle. 2. Check for the correct nozzle size for the firing rate of the unit. 3. Replace/Reinstall as appropriate.	A A A
B. BURNER OIL NOZZLE ADAPTER 1. Check condition of threads. 2. Check if oil nozzle has cut into adapter. 3. Replace if needed.	A A A
C. BURNER IGNITION ELECTRODES 1. Disassemble. 2. Check porcelain for cracks. 3. Check electrode tips. 4. Replace if needed. 5. Reassemble. 6. Adjust electrode gap to burner specifications.	A A A A
D. BURNER TUBE 1. Check for: a. Blockage b. Bent tube 2. Replace if needed.	A A A
E. OIL FILTER 1. Replace. 2. Check housing for leaks, rust, or damage/deficiencies. 3. Replace if needed.	A A A
F. BURNER IGNITION TRANSFORMER 1. Check for leakage. 2. Check input and output voltage. 3. Check for cracked transformer wire leads. 4. Replace if needed.	A A A A
G. BURNER IGNITION WIRE LEADS 1. Check for cracks. 2. Check wire lead connectors. 3. Replace if needed.	A A A
H. BURNER DIFFUSER 1. Check for carbon build-up. 2. Soot cone. 3. Burn away. 4. Correct size for firing rate. 5. Clean 6. Replace if needed.	A A A A A A

EXHIBIT 11

I. BURNER BLAST TUBE 1. Check for metal fatigue. 2. Replace if needed.	A A
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EXHIBIT 11

DESCRIPTION	FREQUENCY
J. BURNER PUMP COOLING 1. Check for cracks. 2. Check for worn drive ends pump, burner motor. 3. Replace if needed.	A A A
K. BURNER BLOWER WHEEL 1. Clean debris from blower wheel. 2. Check condition of blower for being balanced. 3. Replace if needed.	A A A
L. BURNER MOTOR 1. Check motor amperage. 2. Check motor wire leads for cracks or breaks. 3. Check motor for worn shaft. 4. Oil motor ... 3 drops. 5. Clean. 6. Replace if needed.	S S S S S S
M. CAD CELL 1. Clean. 2. Check wire leads for cracks. 3. Check mounting bracket. 4. Replace if needed.	A A A A
N. BURNER OIL PUMP 1. Replace pump strainer and gasket. 2. Check pump P.S.I. to burner specifications. 3. Check suction vacuum. NOTE: No more than fifteen inches of vacuum. 4. Check pump seal for leaks. 5. Replace if needed.	A A A A A
O. BURNER HOUSING 1. Clean combustion air intake. 2. Check for cracks in burner housing. 3. Replace if needed.	A A A
DESCRIPTION	FREQUENCY
P. PRIMARY CONTROL 1. Check wire leads for cracks or breaks. 2. Check wire connections. 3. Check control safety lockout. 4. Check control relay. 5. Replace if needed.	A A A A A
Q. COMBUSTION CHAMBER 1. Check for broken tile/exposed pressure vessel (as applicable).	A

EXHIBIT 11

<p style="text-align: center;">PREVENTATIVE MAINTENANCE OIL FIRED FURNACE</p>	
DESCRIPTION	FREQUENCY
A. FAN AND LIMIT CONTROL 1. Check temperature settings. 2. Check control wires. 3. Replace if needed.	A A A
B. FURNACE FAN MOTOR 1. Check motor amperage. 2. Check wire leads for cracks or breaks. 3. Check motor for worn shaft. 4. Check fan motor pulley. 5. Oil motor ... 3 drops. 6. Clean. 7. Replace if needed.	A A A A A A A
C. FURNACE BLOWER 1. Check fan belt. 2. Check fan bearings. a. Oil or grease. 3. Check fan for debris in fan blades. 4. Check blower shaft. 5. Check blower pulley. 6. Clean 7. Replace if needed.	A A A A A A A
D. COLD AIR RETURN 1. Check for air restrictions/air volume/ductwork. 2. Check condition of plenum/ductwork 3. Replace air filter if required. 4. Vacuum ductwork if needed.	A A A A
E. HOT AIR PLENUM 1. Check for air leaks/furnace/seal if needed. 2. Check air registers. 3. Check for air restrictions/air volume/ductwork. 4. Vacuum ductwork if needed.	A A A A
F. FURNACE COMBUSTION CHAMBER 1. Check fire pot liner. 2. Check fire pot for metal fatigue. 3. Check heat exchanger for combustion leaks. 4. Check for flue blockage. 5. Vacuum if needed.	A A A A A
G. SMOKE PIPE 1. Check condition of pipe/horizontal a. Soot b. Draft regulator 2. Repair or replace as needed.	A A A A

EXHIBIT 11

3. Vacuum if needed.	A
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EXHIBIT 11

DESCRIPTION	FREQUENCY
H. CHIMNEY 1. Check condition of chimney brick. 2. Check clean out door. 3. Check condition of chimney stabilizer bars/straps. 4. Check for soot build-up. 5. Vacuum if needed.	A A A A A
I. PROGRAMMABLE THERMOSTAT 1. Check battery. 2. Check operation of program. 3. Check condition of thermostat wire. 4. Check thermostat relay (mr 1,000) 5. Check thermostat sensor. 6. Check thermostat for calibration. 7. Repair or replace if needed.	A A A A A A A
J. BURNER EFFICIENCY 1. Fire burner. 2. Adjust oil burner to fire at top efficiency not to exceed a number two smoke.	A A

EXHIBIT 11

PREVENTATIVE MAINTENANCE FUEL OIL PIPING SYSTEM	
DESCRIPTION	FREQUENCY
A. FUEL OIL LINES 1. Check all piping, fittings, and connections for leaks. 2. Check for bent, broken, or otherwise damaged oil lines. 3. Checks for signs of blockage. 4. Inspect valves for proper operation; operate all valves.	A A A A
B. FUEL OIL TANK UNDERGROUND 1. Check condition of fill pipe/cap 2. Check condition of vent pipe/cap 3. Check fuel oil level; date and record. 4. Verify reading of tank level gauge (as applicable).	A A S S
C. FUEL OIL TANK ABOVEGROUND 1. Check for oil leaks from fuel tank (visually). 2. Check condition of fill pipe/cap 3. Check condition of vent pipe/cap 4. Check condition of tank legs and blocks.	S A A A
NOTE: REPORT ALL OIL LEAKS - SEE FL REG 200-1 FOR PROCEDURES	

EXHIBIT 11

<p>PREVENTATIVE MAINTENANCE HOT WATER HEATER</p>	
DESCRIPTION	FREQUENCY
<p>A. TANK</p> <ol style="list-style-type: none"> 1. Check for signs of leakage. 2. Check anode condition. 3. Drain and flush out tank. 4. De-lime tank. 	<p>S</p> <p>A</p> <p>A</p> <p>2</p>
<p>B. BREECHING/CHIMNEY</p> <ol style="list-style-type: none"> 1. Inspect for sign of leakage. 2. Inspection for excess soot, scale, or other abnormality that presents a hazard or would result in a failure prior to the next inspection. 3. Verify proper barometric damper operation (as applicable). 4. Check condition of breeching supports, chimney brick foundation, and overall structural integrity of entire assembly. 5. Vacuum clean soot from breeching and chimney. 	<p>A</p> <p>A</p> <p>A</p> <p>A</p> <p>5</p>
<p>C. CONTROLS/GAUGES</p> <ol style="list-style-type: none"> 1. Check tank temperature; adjust operating controls for proper temperature as necessary (120 degrees F maximum). 2. Check high limit setting and operation (130 degrees F maximum). 3. Check temperature gauge for proper reading; date and record. 	<p>S</p> <p>S</p> <p>S</p>
<p>D. OTHER</p> <ol style="list-style-type: none"> 1. Check relief valve for proper operation. 2. Operate all valves. 3. Review overall condition of the water heater and connected components for any items requiring maintenance or are likely to fail. 	<p>S</p> <p>S</p> <p>S</p>

EXHIBIT 11

PREVENTATIVE MAINTENANCE CONDENSATE PUMP	
DESCRIPTION	FREQUENCY
A. TANK 1. Check for signs of leakage. 2. Inspect for rust, scale, or other abnormality that presents a hazard or indicates that a failure may occur prior to next inspection. 3. Note tank temperature.	S S S
B. PUMP 1. Check for signs of leakage. 2. Inspect for rust, scale, or other abnormality that presents a hazard or indicates that a failure may occur prior to next inspection. 3. Lubricate pump per manufacturer's directions. 4. Check pump controls for proper pump operation (and second pump operation on duplex units). 5. Operate all valves.	S S S S S

EXHIBIT 11

PREVENTATIVE MAINTENANCE PUMPS	
DESCRIPTION	FREQUENCY
A. PUMP 1. Check for signs of leakage. 2. Inspect for rust, scale, or other abnormality that presents a hazard or indicates that a failure may occur prior to next inspection. 3. Lubricate pump per manufacturer's directions. 4. Check pump controls for proper pump operation (and second pump operation on duplex units).	S S S S
B. CONTROLS/GAUGES 1. Check that pump operates when system calls for heat or required by low outside temperature. 2. Verify proper pressure gauge readings; record and date.	S S
C. OTHER 1. Blow down strainers associated with pump. 2. Check motor amperage; record and date. 3. Operate all valves.	S S S

EXHIBIT 11

<p>PREVENTATIVE MAINTENANCE WINTERIZING BOILER SYSTEM</p>	
DESCRIPTION	FREQUENCY
<ol style="list-style-type: none"> 1. Drain boiler of all water. 2. Tag and close all valves to boiler. 3. Keep control circuit of boiler energized to prevent rust. 4. Thoroughly clean fireside of boiler. 5. Thoroughly clean waterside of boiler. 6. Completely dry fireside and waterside of boiler to prevent corrosion. 7. Coat fireside surfaces with an anti-corrosive material to prevent rust. 8. Place moisture absorbing material in boiler to prevent condensation. 9. Close all manholes, handholes tight. 10. Close all dampers, air inlets, vents, etcetera to boiler. 11. Periodically inspect boiler to verify no condensation or corrosion has occurred. Review absorption materials. 	

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EXHIBIT 12

QUALITY AND STANDARDS
OF WORK

INDEX

- 1.0 General
- 2.0 Painting
- 3.0 Moss Removal
- 4.0 Clean Roofs, Gutters and Downspouts
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- 8.0 Replace Glass
- 9.0 Numbers
- 10.0 Bathroom Accessories
- 11.0 Winterize or Dewinterize Vacant Buildings
- 12.0 Miscellaneous Metal
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- 14.0 Doors, Door Frames and Locksets
- 15.0 Locks and Latches
- 16.0 Stairs, Treads, and Handrails
- 17.0 Roofing and Flashing
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- 24.0 Heat Maintenance
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- 26.0 Asbestos

EXHIBIT - 12

QUALITY AND STANDARDS OF WORK

1.0 General. Refers to all work.

1.1 Replaced or repaired work shall match existing in original type, material and construction unless otherwise specified.

1.2 The standards in this Exhibit (12) are in addition to Exhibit 11. THEY APPLY PRIMARILY TO OCCUPIED BUILDINGS NOT ON THE CURRENT DEMOLITION LIST. WHEN MAINTAINING/REPAIRING BUILDINGS WHICH ARE ON THE DEMOLITION LIST OR WHICH ARE VACANT, THE CONTRACTOR IS TO USE MINIMUM REPAIR METHODS AND TECHNIQUES WHICH PROVIDE A MINIMUM LEVEL OF WEATHER PROTECTION AND OCCUPANT SAFETY. MINIMUM REPAIR METHODS. WHEN IN DOUBT AS TO LEVEL OF REPAIRS APPROPRIATE THE CONTRACTOR IS TO COORDINATE WITH ECMD (ENGINEERING CONTRACT MANAGEMENT DIVISION.)

1.3 If not specified, quality of workmanship shall be to current industry standard. For example, electrical work shall conform to the National Electric Code, except as specified. The manufacturer recommendation and industry practice will be used in addition to the requirements of this Exhibit (12).

1.4 The contractor shall clean up, repair and restore areas affected by damage or repair and replacement work. The contractor shall restore area to its appearance prior to damage. For example, clean-up broken glass, vacuum or remove hot water tank leakage, remove overspray, and restore grass.

1.5 Temporary removal of portions of walls, floors, cabinets, appliances, foundations etc. may be required to gain access for repairs to electrical, mechanical, plumbing or other work. Removal includes opening portions of floors to locate plumbing leaks and repairs. Removal of material shall be done between existing joint lines or cut vertical and horizontal lines. Removed material that is salvageable may be used to restore the repaired area. Removed material that cannot be salvaged shall be replaced. Excavation and backfilling may be required

1.6 Repair of the area shall be included in the work performed and no additional task shall be used. If repair limits specified in the contract are exceeded, a replacement task number may be used. For example, a two square foot hole in wallboard is required for access to a leaking pipe, task item number 101 may be used with the leaking pipe repair. If a two inch hole was required to repair the leak, no additional task number would be allowed. Immediately contact ECMD if the replacement task is over an estimated \$500.00.

1.7 The contractor shall restore repaired areas to a condition comparable to the original construction or site. Split, crushed or deformed wood elements shall be replaced with new wood. Restore lawn areas with sod immediately after backfilling. Items damaged due to Contractor's negligence or operations shall be repaired at no additional cost to the Government.

1.8 The Contractor may use reconditioned/or new materials/equipment/parts. New means recently manufactured, but never used before.

1.9 Hardware and fixtures shall be manufactured items.

1.10 The contractor shall investigate, troubleshoot and repair all ordered work.

2.0 Painting.

2.1 General.

2.1.1 Paints shall contain no mercury or lead.

2.1.2 When viewed from 5 feet away, painted surfaces shall be uniform in: texture or smoothness; color and reflectance. There shall be no dents, runs, holes, peeling paint or sharp edges. Patches and repairs shall blend into surrounding areas. Completed areas shall be clean, dry to touch, non-chalking with no objectionable odor and no stained or wet areas.

2.1.3 All overspray, paint splatterings, runs and drops left by the Contractor shall be removed. Paint as described in the previous sentence shall be removed from all appliances, electrical fixtures, rubber, glass, switchplates, receptacles, covers, screens, hardware and window runners. Do not paint any of the items listed in this paragraph. For painting purposes only, hardware is defined as: Barrels of cabinet hinges and door butts, exposed bathroom p-traps, exhaust fan covers, escutcheons, strike plates, window latches, thresholds, bathroom accessories, door knobs and finger pulls. Do not remove paint from previously painted hinges. Factory finished hinges (not previously painted) shall not be painted.

2.1.4 Paint surfaces to produce complete hiding.

2.1.5 The contractor shall move and reset (items over 30 pounds) and protect occupant's furniture and Government property during work performance in order to accomplish the work. All property shall be protected. The contractor shall move and reset all property in vacant buildings as required to accomplish the work.

2.1.6 The contractor shall not apply paint, unless specifically ordered by the Contracting Officer, until the temperature is at least 55°F at the time of application and remains at 50°F for four hours after painting. Surfaces to be painted shall be free of water, dew or frost.

2.1.7 The contractor shall furnish, upon the Contracting Officer's request, the paint supplier's batch production data and test results for weight per gallon, viscosity, fineness of grind, drying time, color and gloss in accordance with Federal Standard No. 141, Method 1031.1.

2.1.8 The contractor shall use compatible paint over existing paint or prime existing paint with a paint manufacturer's standard conditioner prior to painting, at no additional cost to the Government.

2.1.9 The contractor shall remove rust and oxidation from metal to be painted.

2.1.9.1 The contractor shall prime all bare metal with a zinc chromate paint conforming to TT-P-645 prior to painting, except radiators shall be primed using a paint manufacturer's heat resistant (450° F) primer.

2.1.9.2 The contractor shall clean galvanized and zinc/copper alloy surfaces with an acid wash. The contractor shall apply a galvanized primer prior to painting and within 2 hours after the acid wash.

2.1.10 Replace all missing and burned-out light bulbs.

2.2 Surface Preparation

2.2.1 Existing lead based paint surfaces:

2.2.1.1 Contractor shall use a wet scraping method for removing any loose and peeled paint. If this condition is not present this step may be omitted. All dips, gouges and depressions left from chipped paint shall be filled with a pliable type s packling compound. At this point if the surface is relatively smooth, the contractor may proceed with priming and painting. If there is evidence yet of rough edges, excessive buildup or bumps (as viewed from ten to fifteen feet) the contractor shall do a very light wet sanding, then proceed with priming and painting.

2.2.1.2 In conditions where trim pieces with existing lead based paint are rough in appearance the contractor may remove the existing trim and replace with new, provided they are similar in configuration and original appearance.

See paragraph 2.2.2.2 of this Exhibit for priming and painting new surfaces.

2.2.1.3 Under most situations, the contractor will paint over existing lead based paint without scraping, chipping or sanding, thus not creating airborne lead dust. Without airborne lead dust the permissible exposure limit (PEL) as defined in Title 29 CFR 1926.62, Lead in Construction, is not triggered. In these circumstances the requirements for worker protection are waived.

2.2.1.4 If the contractor does create airborne lead dust, depending upon the concentration levels it may trigger the Action Level as defined in 29 CFR 1926.62 and put workers above the PEL. Before airborne lead dust is created the contractor shall do air monitoring to determine compliance and level of worker protection required. Upon completion the entire area shall be wet wiped and clearance tested in accordance with HUD guidelines. All paint chips and debris shall be disposed of as described in Paragraph C.1.10.8.2.

2.2.2 Existing non-lead based paint surfaces:

2.2.2.1 Built up and peeled paint areas shall be feathered into each other and adjacent surfaces to provide a smooth transition. The contractor shall remove peeled or non-compatible paint layers. The contractor shall remove gloss from existing paint. All paint including previous layers shall adhere when tested using pressure-sensitive tape.

2.2.2.2 The contractor shall prepare surfaces and prime bare or new surfaces in accordance with the Painting and Decorator Contractor Association Architectural Specification Section 3 and 3R, unless otherwise specified.

2.3 Interior Painting.

2.3.1 Paint color shall be Federal Standard 595a number 27778 unless otherwise ordered. These colors are identified as Beige and Brown.

2.3.2 Windows and doors shall operate freely. The contractor shall apply boiled linseed oil to window runners. The contractor shall clean the interior of window glass and glass doors for each complete paint job ordered.

2.3.4 Paint Schedule.

Trim, Doors, Cabinets, Frames,	TT-E-508 (unoccupied) or TT-E-509 (occupied)
Bathrooms	TT-E-508 (unoccupied) or TT-E-509 (occupied)
Radiators when ordered	Paint manufacturer's exterior- interior heat resisting enamel and primer (450°F), color to match 27778 on final coat.
Other Painted Areas	TT-P-1511

2.4 Exterior Painting.

2.4.1 Paint shall not be applied on foggy, rainy or windy days. Touch up paint may be applied in cold weather (below 40°F) when directed by the Contracting Officer's Representative.

2.4.2 Paint Schedule.

Painted areas	TT-P-19D unless otherwise ordered; color to match existing
Clear Seal Masonry, brick or concrete	Sealer manufacturer's polysiloxane sealer.

3.0 Moss Removal.

3.1 The contractor shall remove moss from ordered areas such as roofs, sidewalks, concrete, brick, block, etc. All removal surfaces shall be free of all moss and dirt. High pressure washing that will cause damage will not be allowed.

3.2 The contractor shall use non-toxic chemicals that are specifically manufactured for moss removal. Concrete, brick, block and mortar joints may require mechanical removal of moss by means of wire brush or other methods. Mechanical methods shall not be used for asphalt or shingle roofing.

3.3 When removing moss from roofs, the contractor shall clean gutters and downspouts at the same time at no additional cost and with no additional task number.

4.0 Clean Roofs, Gutters and Downspouts.

4.1 After cleaning, roofs, gutters and downspouts shall be free of foreign material such as needles, branches, dirt, leaves, plants, grass, personal property and other items.

4.2 Repair or replacement tasks shall be used (all of paragraph 1.5) when deficiencies are discovered during cleaning operations.

4.3 Gutter and downspout systems shall be made free draining.

5.0 Blinds (Mini Blinds).

5.1 Completed blinds shall be clean and function as originally intended with no frayed or broken cords and tapes. No bent, broken or missing slats are allowed. Rust, corrosion or stains are not acceptable. The tilt and elevation mechanisms shall operate smoothly.

5.2 The contractor shall repair blinds by retaping, recording, lubricating or other repairs that are under one-half the retail cost of replacing the blind.

The contractor shall secure hardware and replace damaged or corroded hardware (such as screws). The contractor shall fill holes from previous blind hardware. The contractor shall replace unrepairable Venetian blinds with new mini blinds. Mini blinds shall be replaced with mini blinds. Mini blinds shall be 1" aluminum and the color shall be alabaster.

6.0 Shades.

6.1 The contractor shall replace shades that are ripped, torn, stained, dirty, missing holder bar, unable to be retightened or rerolled. Mini blinds shall be installed in place of shades.

7.0 Vinyl Tile and Sheet Vinyl Floors.

7.1 All existing vinyl tile and sheet vinyl shall be removed before installing new vinyl or sheet vinyl. Any deviations shall require prior approval from the Contracting Officer. Subfloors shall be repaired. Joints in repaired areas shall be tight, and the replacement surface shall be flush with the existing surface. Mastic used for securing vinyl and sheet vinyl fuser shall be a product recommended by the flooring manufacturer. Patches in patterned sheets shall be indistinguishable from the surrounding floor area. Mastic shall not bleed through between tiles. Installation and preparation of vinyl and sheet vinyl floors shall be in accordance with manufacturer's recommended procedures. Sheet vinyl shall be installed in minimum 12 foot wide sheets with a minimum number of seams.

7.2 Vinyl Tile or Sheet Vinyl Color. The colors and pattern for materials to be used shall be submitted for color selection.

Vinyl Composition Tile
Sheet Vinyl for bathrooms and utility rooms.

7.3 Transition strips shall be installed.

7.4 Rubber base cove shall be installed in accordance with manufacturer's standard practice. Base cove color shall be black or brown as ordered. Height shall be four inches and thickness 1/8 inch. Mastic shall not bleed over edges. Seams shall be tight. Installation shall be smooth without evidence of air pockets and loose base cove. When new vinyl flooring is installed, new base cove shall be installed.

7.5 Standard stair tread covering shall be composed of natural or synthetic rubber material and permanent non-fading pigments. The standard covering shall be of diamond or rectangular safety design, 1/4 inch thick with square or tapered nosing, in standard sizes as needed. Treads shall have a smooth border across the rear edge with curved or square nose, 1-1/2 inch overhang. The color shall be selected for plain or marbleized colors in the color range offered by the manufacturer for new installation and shall match existing color and pattern for replacement of stair tread covering for repairs. Installation shall be in accordance with manufacturer's instructions. Mastic used shall be a product recommended by the stair tread covering manufacturer. Staples and nails shall not be used to secure stair tread to stairs.

7.6 Installation shall be in accordance with the flooring manufacturer's recommendations. Vinyl tile abutting existing tiles shall be aligned with existing tiles.

8.0 Replace Glass.

8.1 Cracked or broken glass shall be removed and disposed of by the contractor. Glazing compound or sealant shall be removed.

8.2 Preparation and installation of glazing shall be in accordance with the Flat Glass Manufacturer's Association (FGMA) Glazing Manual and the manufacturer's application recommendations. Replacement glass shall be installed the same day damaged glass is removed. If this is not possible, the contractor shall completely close and seal the window opening with 1/2-inch exterior grade plywood and plastic. Plywood shall be secured on the exterior and shall be mounted to deflect rain from the building. Temporary enclosures shall be subject to approval by the Contracting Officer. Temporary enclosures and plywood shall be used for emergency service orders if glass is a special order. Temporary enclosures shall be replaced with permanent glass installation within 2 working days.

8.3 Glass shall conform to ASTM C 1036-85 except for doors and shall be Flat Sheet Glass, Type I, Class I, Quality q3, and of the same strength, thickness and style as the original glass.

8.4 The replacement glass for exterior doors shall be of the same type and temper as the original and meet ASTM C1048.

8.5 The contractor shall clean all replacement glass and glazing after installation.

8.6 Glazing compound shall conform to the FGMA Sealant Manual and shall be used according to the manufacturer's recommendations. Nonskinning compounds will not be permitted. The glazing compound shall conform to ASTM C669.

9.0 Numbers.

9.1 Numbers style, type and color shall match existing colors when new. All numbers shall be replaced or repainted per building.

9.2 Building numbers may be repainted if the underlying surface is smooth, free of defects, sound and firmly attached after the underlying surface has been scraped, sanded and primed. See paragraph 2.0 of this Exhibit for additional requirements.

9.3 Underlying surfaces such as wood shall be replaced if deteriorated or damaged (such as dry rot, broken, warped, water damaged, etc). New surfaces shall be primed and sealed to provide complete hiding and uniform finish.

9.4 Replaced numbers shall be 10 inch x 30 inch -18 GA aluminum sheet with 3M "Scotchlite" white reflective covering, or approved equal, and 8-inch high "Scotch-Cal" black letters and numbers, or approved equal. Numbers and letters shall be centered and spaced for standard helvetica medium styles. All numbers shall be level and plumb. Install signs with two noncorrosive fasteners per sign.

10.0 Bathroom Accessories.

10.1 This item includes, but is not limited to, paper holders, soap trays, toothbrush holders, towel bars, shower curtain rods, mirrors and medicine cabinets. For faucets, shower heads, and similar items, see the Mechanical and Electrical paragraphs and items.

10.2 Loose items shall be resecured. Damaged or missing items shall be replaced with items matching the original. Metal accessories shall conform to applicable Fed. Spec. WW-P-541. Replacement hardware shall conform to BHMA product standards. Hardware items requiring lubrication shall be lubricated and restored to an operable condition.

10.3 Repairable rusted metal components shall be cleaned of all rust, coated with a clear rust inhibitor and restored to an operating condition, except rusted or pitted chromium plated items shall be replaced with new.

10.4 Cracked or broken mirrors (e.g., on medicine cabinets) shall be replaced. All mirror fragments shall be removed from the site. Replacement mirrors shall conform to ASTM-C-1036, Type I, Class 1, q¹ (select). Missing or damaged shelves on medicine cabinets shall be replaced. Medicine cabinets damaged beyond functional repair shall be replaced. Cabinets shall be of a quality and size comparable to the original.

11.0 Winterize or Dewaterize Vacant Buildings.

11.1 Winterize Buildings.

11.1.1 Perform ordered work necessary to prevent freeze damage such as broken plumbing, water loss and water damage to vacant buildings.

11.1.1.1 Shut off water to each building at the main stop.

11.1.1.1.1 Main stops may be buried or may be in valve boxes. The contractor shall locate and hand excavate shut off valves as necessary.

11.1.1.1.2 Drain each building at the main stop. If the main stop does not incorporate the stop-and-waste feature, disconnect the supply just downstream of the main stop.

11.1.1.2 Shut off electrical power or oil to each hot water heater. Drain all hot water tanks and equipment.

11.1.1.3 Drain and remove all water from the entire plumbing system including all supply and waste lines and:

- a. Faucets.
- b. Traps.
- c. Toilets.
- d. Hot water tanks.

11.1.1.3.1 Complete removal of water from plumbing system shall be accomplished by:

- a. Opening all faucets and valves in each building.
- b. Back-blowing the supply lines with compressed gas at each point of water supply.
- c. Add one cup of ethylene glycol antifreeze to each toilet bowl and 1/2 cup of same to each sink, tub, basin or shower drain trap.

11.2 Dewinterize Buildings.

11.2.1 Turn on water and flush out system.

11.2.2 Turn electrical power on.

11.2.3 Provide and reconnect all drain piping.

11.3 Install or Remove Temporary Security for Buildings

11.3.1 When ordered the contractor shall install 1/2" plywood over exterior openings of fire damaged or unsecured (broken) doors and windows. If the opening (such as a hole in the roof) will allow rain and snow into the buildings, plastic shall be applied over the plywood.

11.3.2 The contractor shall remove the temporary security when ordered.

12.0 Miscellaneous Metal.

12.1 Repair or replace handicap grab bars as ordered. New grab bars shall be stainless steel. Construction and mounting configuration shall meet UBC. Repair and installation includes new backing in walls and floor to provide secure mounting.

13.0 Wallboard (Gypsum Wallboard, Drywall).

13.1 Repaired and replaced wallboard shall match, when viewed from three feet away from the surface, surrounding areas of wallboard in size (thickness),

texture, color, type and pattern. Patches, plugs and replaced wallboards shall be feathered into adjacent surfaces. The contractor shall install wallboard in conformance with the United States Gypsum's "Gypsum Construction Handbook", unless otherwise specified. Protruding nails or screws shall be removed, holes filled and the wallboard renailed or rescrewed. The contractor shall use water resistant "greenboard" in kitchen, bathroom and utility areas.

The contractor shall use manufactured edgemold, cornerbeads and other accessories for corners, edges and other areas as recommended by United States Gypsum wallboard manufacturer. Surfaces that are repaired and replaced shall be sealed and painted to architectural joints and planes per paragraph 1.6 and 2.0.

13.2 The contractor shall repair all dents and nail holes. The contractor shall plug holes up to two inches in any dimension, but not more than three repairs in a 12 square foot area. The contractor shall repair all cracks up to 1/4 inch wide by 12 inches long.

13.3 The contractor shall replace wallboard when the limits of the repair work in paragraph 14.2 are exceeded, or when wallboard is wet, rotted or deteriorated. The contractor shall seal coat wallboard with a wallboard manufacturer's sealer or TT-P-650. The contractor shall replace wallboard in square or rectangular sections between the centers of studs, beams or framing members. All wallboard edges shall be smooth and feathered into the existing wallboard. Replacement wallboard shall be in the same plane as existing wallboard on the same surface. Replacement shall include reinsulation of exterior walls and ceilings. The contractor may use existing insulation if not deteriorated or wet.

14.0 Doors, Door Frames and Locksets

14.1 The contractor shall repair and replace doors and frames such that doors fit squarely, are within 1/8 inch of the frame when closed, operate freely, close and shut without being forced, (i.e., a maximum of a one pound force applied 90 degrees to the door face). The contractor shall lubricate, adjust, and repair hardware. The contractor shall replace hardware that is corroded and hardware that does not allow the door to operate as originally intended. Hardware includes fasteners, interior passage sets, interior and exterior locksets, anchors, knobs, hinges, latch sets and other manufactured items. The contractor shall repair or replace weatherstripping and all door components. Replacement hardware shall be a Builder Hardware Manufacturer's Association (BHMA) standard.

14.2 The contractor shall replace removed or missing exterior doors the same day as removal or discovery of the missing door. This may include providing a new temporary door until a replacement door matching the removed or missing original door can be obtained.

14.3 Warped, bent, rotted, broken, or missing frames, thresholds and components shall be replaced. Areas may be repaired if other deficiencies not described in the preceding sentence are present and the door operates freely.

14.4 Replacement wood doors shall conform to NWMA I.S.1 or NWMA I.S.5. All exterior wood doors shall have solid cores. Softwood exterior doors shall be water-repellent treated and so marked in accordance with NWMA I.S.4. Interior

wood doors shall have hollow cores unless existing doors are solid core, then replace with solid core doors. Doors shall be of the same species of wood and have the same finish as the original door. Paint, varnish and lacquer shall be the door manufacturer's standard product. All replacement doors shall be installed with the hardware from the damaged door unless the hardware is unrepairable or needs refinishing. Glass in door shall be part of the replacement door task item and not used with the glass replacement task item.

14.5 Screens and Screen Doors. Replacement screening shall be of the same material as existing metallic or nonmetallic screening. Small holes under one inch in screens shall be repaired with a patch matching the existing screening. There shall be no more than two patches per screen prior to replacement. The patch shall be installed over the damaged section. The free end wires of patch shall be bent around the screen to secure the patch in position. Exposed screening ends shall be cemented with a colorless plastic cement. No exposed screening ends shall protrude from the screen. Warped screen and screen doors and frames shall be straightened if possible to fit squarely in the opening. If beyond repair, warped items shall be replaced.

15.0 Locks and Latches

15.1 General:

15.1.1 Damaged, inoperable, or missing lock hardware shall be adjusted, repaired, or replaced as required. Replacement hardware shall match existing hardware in type, size, quality and finish and meet the Building Hardware Manufacturer's Association (BHMA) Product Standards. Hardware shall be installed in accordance with the manufacturer's recommendations.

15.1.2 Locks shall be maintained so as to be free of all defects and to operate quickly and smoothly without excessive force, as originally intended and designed. All new locks shall be keyed to match the existing master key system.

15.2 Locks and Latches. All Contractor's providing locks and keys for Fort Lewis shall be approved by Fort Lewis Lock Shop, Building 2044, prior to start up work. Locksmiths shall be bonded.

To the maximum extent possible, locksets, latchets, and deadbolts shall be the product of a single manufacturer listed below. All finishes shall conform to existing 612 (bronze) for replacement continuity of lock-type and finish.

Note: Fort Lewis presently uses the following brand Cylindrical locksets:

Best 63k - 2-3/4 Grade 2	NSN-5340-00-F00-3727
Best 62k - 2-3/8 Grade 2	NSN-5340-000-F00-3728
Best 83K - 2-3/4 Grade 1	NSN-5340-00-F00-3667
(heavy duty) exterior use	
Falcon X511 2-3/4 & 2-3/8 (special code Flx511 gets both latches, FL stands for Fort Lewis)	

Grade 1 and 2 lockset	NSN-5340-00-F00-3731
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All locksets use Best type A/C Interchangeable Core. Fort Lewis currently uses only the following I/C cores:

K.S.P. I/C core 6 or 7 pin or Best Brand Core 6 or 7 pin due to equipment in shop. Use of other brand I/C cores would require further equipment purchasing.

15.2.1 Mortise Lock and Latchsets. To the maximum extent possible, mortise locks shall be the product of a single manufacturer listed below. All finishes shall conform to existing 612 (bronze) for replacement continuity of lock type and finish.

Falcon, Entry/Office Lock	MM541 EN 612, meets ANSI 115.1 630 Strike 4 7/8
Falcon, Hotel/Motel Lock	SM451 EG 612, meets ANSI 115.1 630 Strike 4 7/8
Best, Entry/Office Lock	34H7-6-J-612 spec handling
Best, Hotel/Office Lock	34H7-HF-6-J-612 spec handling

15.2.2 Lock Cores. To the maximum extent possible, Interchange-able Cores (I/C) shall be of a single manufacturer listed below. All finishes shall conform to existing 612 (bronze) for replacement continuity of lock type and finish.

- 1) KSP (Killen Security Products) 1-800-KSP-KEYS (interchangeable with existing systems and equipment).
- 2) BEST Brand Cores
- 3) Falcon Core Number C646 fits existing equipment only.

All cores built for use on Fort Lewis must fit within present code systems, and code information will be supplied to contractor via Fort Lewis Lock Shop Administrator.

15.2.3 Padlocks. To the maximum extent possible, Padlocks shall be of a single manufacturer listed below, or approved equal. All finishes shall conform to existing 612 (bronze) for replacement continuity of lock type and finish.

American brand padlock for I/C Cores:
Models: 3560, 3570
Best brand padlock for I/C Cores:
Master brand weatherized padlocks for I/C cores:

15.2.4 Internal Cylindrical Locks.

15.2.4.1 GRADE 1 for interior or exterior.

Backset: Must be interchangeable from 2-3/4 and 2- 3/8.
Finishes: 612 SATIN BRONZE.
Interchangeable Core: To fit existing "Best/NT Falcon" interchangeable core systems.

Latch: 1/2" throw deadlocking latch with 2-1/4" x 1-1/8" x 5/32" front, latch to be supplied as complete with trim.

Knob: Tulip style, heavy duty.

Material: Component parts must be made of brass, bronze, or zinc in order to maintain repair stock replacement parts of existing locking systems.

Mounting: 2-1/8" Bore Dia. for lock housing, 1" Dia. for latch tube.

Rose: Trim plate with concealed screws or twist on locking ring.

Strike: Standard 2-3/4" x 1-1/8" with curved lip and box.

Door Thickness: 1-3/8" to 1-7/8".

Features: The following features are required to maintain present system and stock levels:

- 1) Quick rekeying with Best Brand Interchangeable Cores
- 2) Snap-On inside rose or twist on rose (no exposed mounting screws)
- 3) Keyed knob is removable only after removal of core.
- 4) Corrosion treated internal parts.
- 5) Lockset reversible for either hand of door without removing keyed lever.

At the present time, 90% of Fort Lewis is secured with the BEST BRAND locking system and in order to maintain repair part stock and security in a timely manner, no other brand should be used, except as listed below. If another type of system or lock is used, it will require further schooling, training, and supply space. At the present time, our vehicles can only carry a limited stock and requiring additional brand locks to be used would require the purchase of a larger truck and would cause a safety hazard in the family housing area.

GRADE 1:

- 1) 83k and 93k series "Best Brand" lock prep for interchangeable cores and 2-3/4 and 2-3/8 latch
- 2) X511-EG-612 FINISH-IC "Falcon Brand"
612-DL-LA\ 2-3/8 and 2-3/4 BS-1-SQ
612-STRIKE, T, 2-3/4 SQ PREP for _ PIN IC

15.2.4.2 GRADE 2 for interior use only.

Backset: Must be interchangeable from 2-3/4 and 2- 3/8.

Finishes: 612 SATIN BRONZE.

Interchangeable Core: To fit existing "Best/NT Falcon" interchangeable core systems.

Latch: 1/2" throw deadlocking latch with 2-1/4" x 1-1/8" x 5/32" front, latch to be supplied as complete with trim.

Knob: Tulip style, heavy duty.

Material: Component parts must be made of brass, bronze, or zinc in order to maintain repair stock replacement parts of existing locking systems.

Mounting: 2-1/8" Bore Dia. for lock housing, 1" Dia. for latch tube.

Rose: Trim plate with concealed screws or twist on locking ring.

Strike: Standard 2-3/4" x 1-1/8" with curved lip and box.

Door Thickness: 1-3/8" to 1-3/4".

Features: The following features are required to maintain present system and stock levels:

- 1) Quick rekeying with Best Brand Interchangeable Cores

- 2) Snap-On inside rose or twist on rose (no exposed mounting screws)
- 3) Keyed knob is removable only after removal of core.
- 4) Corrosion treated internal parts.
- 5) Lockset reversible for either hand of door without removing keyed lever.

At the present time, 90% of Fort Lewis is secured with the BEST BRAND locking system and in order to maintain repair part stock and security in a timely manner, no other brand should be used, except as listed below. If another type of system or lock is used, it will require further schooling, training, and supply space. At the present time, our vehicles can only carry a limited stock and requiring additional brand locks to be used would require the purchase of a larger truck and would cause a safety hazard in the family housing area.

GRADE 2:

- 1) 6k series "Best" lock prep for interchangeable cores and 2-3/4 and 2-3/8 latch
- 2) S511-EG-612 FINISH-IC "Falcon Brand"
612-DL-LAT 2-3/8 and 2-3/4 BS-1-SQ
612-STRIKE, T, 2-3/4 SQ PREP for _ PIN IC

15.3 Exit Devices. To the maximum extent possible, Exit Devices shall be of a single manufacturer listed below, or approved equal. All finishes shall conform to existing 612 (bronze) replacement continuity of lock type and finish.

Von Duprin Models:

- 99 for heavy use doors
- 88 for minimum use doors
- 22 for lightly used

15.4 Keying. Locks shall be keyed in sets or subsets as ordered.

Locks: 2 change keys each lock
Operator keyed sets: 4 keys total
Master Keys: 5 keyed total and only issued to Fort Lewis Lock Shop Administrator.

The keys shall be furnished to Fort Lewis Lock Shop Administrator, Building 2045.

15.5 Door Closing Devices. To the maximum extent possible, Door Closures shall be of a single manufacturer listed below. All finishes shall conform to existing 612 (bronze) replacement continuity of lock type and finish.

(Failure to maintain present brand closures causes mis-alignment during replacement.)

Surface Type Closures: Norton Brand Closures (most used is model 1604H surface mounted).

15.6 Architectural Door Trim. All trim must match existing finishes presently being used on Fort Lewis.

15.7 Battery Operated Computerized Lock Devices. To the maximum extent possible, Computerized Locking Devices shall be of a single manufacturer listed below (or an approved equal). All finishes shall conform to existing 612 (bronze) replacement continuity of lock type and finish. (Exception on Omni Lock with Black Weatherized coating.)

15.7.1 Computerized Card Access System. ILCO Brand Model 800 insert type with hidden battery pack, Satin Brass finish, or approved equal.

15.7.2 Computerized Code Access System.

- 1) OMNI Brand Model 250 (for exterior use), battery operated computerized locking device, or approved equal.
- 2) OMNI Brand Model 300 (exterior use), or approved equal.

16.0 Stairs, Treads and Handrails.

16.1 All wooden work finish that is damaged by the Contractor shall be refinished. Refer to paragraph Vinyl Tile for rubberized stair treads.

16.2 The contractor shall replace broken, warped, rotted or missing stairs, treads and handrails. New handrails shall be installed when ordered. Match existing handrails or existing trim and decor where handrails are missing.

16.3 Stairs shall include riser, tread, nosing, cove trim, newell, transition strip, baluster and handrail as one unit.

17.0 Roofing and Flashing.

17.1 The contractor shall repair areas of roofs that produce leaks or flooding. Repairs shall be the minimum required to arrest the roof leak, including methods such as application of tarpaulins using nailer strips and/or roofing nails for hold-down on steep sloped roofs, and one ply of roll roofing with hot mop for low slope roofs. Contractor shall consider category of building (i.e. demolition date) when determining best repair method. The contractor shall check for leaks after repair using water.

17.2 Shingle Roofing (for buildings not on current demolition list only).

17.2.1 Damaged shingles shall be removed without damaging those in the unaffected areas. Damaged underlayments shall be cut and removed, leaving approximately 8 inches exposed surrounding the repair area.

17.2.2 New underlayment and shingles shall be installed as specified below. Vents and other projections throughout roofs shall be flashed according to paragraph 18.5.

17.2.2.1 Deck shall be covered with an underlayment of asphalt-saturated felt conforming to ASTM D-226, Type I. Felt shall be laid at right angles to the slope of the deck continuing from roof eaves to ridge, using 19-inch side laps and 4-inch end laps. Felts shall be nailed sufficiently to hold until

shingles are applied. Felt shall be applied immediately preceding shingle application.

17.2.2.2 Shingles shall match existing shingles in color and texture and shall weigh not less than 240 pounds per square when installed in accordance with manufacturer's instructions. Shingles shall meet or exceed the requirements of UL 55 and UL 997 for Class C, wind-resistant shingles, and shall be appropriately labeled. Shingles shall be applied over underlayment with 5-inch butt exposure and in no case shall there be less than a 2-inch head lap. If an eave is exposed in the repair area, a starter strip shall be used. The starter strip shall consist of one layer of strip shingles laid in the normal position or with cutouts reversed. The starter strip shall project 3/4 inch beyond the eave line to form a drip edge and shall be secured in place with one row of nails 1 1/2 inches above the lower edge, spaced 3 inches on centers. The first regular course of shingles shall be laid directly on top of the starter strip, flush with the drip edge, and properly aligned, with cutouts centered on starter-strip tabs. Each shingle shall be nailed from the end adjoining the previously applied shingle. The three-tab shingles shall be nailed at 1/2 inch from each edge of the shingle. The two-tab shingles shall be nailed at the same location and interval as provided for the three-tab shingles, using four nails per shingle. Sealing of tabs shall be activated on the roof in accordance with the manufacturer's instructions.

17.2.3 Valleys, hips and ridges shall be repaired using the same construction method and materials to match the original.

17.3 Built-up Roofing (for buildings not on current demolition list only).

17.3.1 A roof repair shall not begin if the repair cannot be completed on the same day. Except for emergency repairs, roofing shall not be repaired when the temperature is below 40°F. or when ice, frost or surface moisture, or dampness is visible on the roof deck. Permanent repairs shall be made as soon as weather permits.

17.3.2 For a split roof membrane the surface material shall be scraped off to an area 2 1/2 feet beyond the split. 15 pound, bitumen-saturated felt shall be applied over the split. The edges shall extend at least 18 inches beyond the split and be mopped in place with hot bitumen. The repair shall be given a final coating of hot bitumen at a rate of 60 pounds per square for asphalt- or aggregate-surfaced roofs, 20 pounds per square on smooth-surfaced roofs, and 75 pounds per square for coal-tar-pitch roofs. If the roof is aggregate-surfaced, clean aggregate shall be embedded in the hot bitumen.

17.3.3 Cracked or disintegrated blisters and buckles shall be repaired. All surface material shall be scraped off to a dry felt surface at least 2 1/2 feet beyond the edge of the buckle or blister. Two cuts shall be made at right angles through the blister or buckle, extending 12 inches beyond the edges of the blister or buckle. The four corners shall then be folded back and the membrane allowed to dry thoroughly. A liberal mopping of hot bitumen or cold cement shall then be pressed into the hot bitumen or cement. 15-pound felt shall be mopped into place on the repair, extending at least 18 inches beyond the edges of the cuts. The repair shall then be covered with a pouring of hot asphalt at a rate of 60 pounds per square on aggregate-surfaced roofs, 20 pounds per square on smooth-surfaced roofs, or 75 pounds per square on hot

coal-tar-pitch roofs. If the roof is aggregate-surfaced, clean aggregate shall be embedded in the final coat.

17.3.4 Fishmouths shall have all surfacing material scraped off at least 12 inches beyond the affected area. The fishmouths shall then be cut and the loose felts cemented in place with hot bitumen or cold cement. 15 pound, bitumen saturated felt shall be mopped in place with hot bitumen over the repair, extending at least 6 inches beyond the cut felt and 6 inches below the lap edge. The repair shall then be covered with hot asphalt at a rate of 60 pounds per square on aggregate-surfaced roofs, 20 pounds per square on smooth-surfaced roofs, or 75 pounds per square on coal-tar-pitch roofs. If the roof is aggregate-surfaced, clean aggregate shall be embedded in the final coat.

17.5 Roof Flashing (for buildings not on current demolition list).

17.5.1 Existing flashing shall be rehabilitated to form an effective waterseal. Areas covered with deteriorated bituminous cement shall be cleaned of all loose material and debris and recoated with cement conforming to Fed. Spec. SS-C-153, Type I. Deteriorated mortar joints in chimneys intended to seal and anchor flashing shall be cleared of mortar for a minimum of 3/4 inch, and the flashing reinserted and the joint sealed with a mortar patch and finished to match existing joints.

17.5.2 Damaged flashing around vent pipes, attic turbines, and other mechanical openings shall be replaced with formed flashing. Shingles around penetrations shall be removed without damaging adjacent roofing or underlayment. The flashing shall be securely nailed along one edge into the roof sheathing or roof support. Bituminous plastic cement shall be applied over the nailheads and the flashing edges. The roofing shall be properly replaced which includes new roofing. All nailheads and any joint between the flashing and vent shall be coated with bituminous plastic cement.

17.5.3 Flashing around chimney and other large protrusions shall consist of cap and base flashing and crickets.

17.5.4 Replacement cap flashing shall be cut and formed to fit the chimney or protrusion. The end joints shall be lapped at least 3 inches and shall overlap the base flashing at least 3 inches. All corners shall be continuous pieces of flashing formed to fit the projection tightly. Cap flashing shall be inserted under the siding of the projection or resealed in the masonry joints as specified above. Flashing which has separated from a masonry element shall be reset following the same procedure.

17.5.5 Base flashing on a shingle roof shall be built in with each course of roofing. Each piece of flashing shall lap over the underlying flashing at least 4 inches and extend up under the cap flashing at least 3 inches.

18.0 Window Framing.

18.1 Repair or replacement of muntins, glazing compound and other work required to remove and replace glass shall be considered part of glass replacement. All material up to the window rough opening (i.e., up to studs, lintels and wall framing members or block and brickwork) shall be considered part of the window framing. Window framing includes steel casement and

aluminum windows. The repair or replacement of the window frame shall ensure a water and weathertight installation.

18.2 Hardware, weatherstripping, counterweights, wire or rope, pulleys and other accessories shall be included in the window frame repair and replacement.

18.3 Repaired and replacement windows shall operate fully after installation.

19.0 Framing.

19.1 The contractor shall repair or replace wood framing using new material installed in accordance with the Uniform Building Code except that existing material sizing shall govern. Walls, ceilings and floors shall be level and plumb after repair or replacement of framing members.

19.2 Repair shall include splicing or sistering (sandwiching) of cracked or broken members. Rotted, missing or water logged material shall not be repaired.

19.3 The contractor shall replace rotted, missing, warped, water logged or other deteriorated framing members only if continued occupancy is required and such replacement is necessary for safety.

20.0 Subflooring and Roof Deck Replacement.

20.1 Cracked or loose roof deck and subflooring shall have loose deck and subfloor renailed and cracks filled with putty.

20.2 The contractor shall replace broken, rotted, water-logged or other deteriorated decking and subflooring in buildings where continued occupancy is required and as necessary for safety.

21.0 Handicap Ramps.

21.1 Install handicap ramps as ordered. Handicap ramps shall conform to the requirements of the Uniform Building Code. The location of the ramp shall be as ordered.

21.1.1 The contractor shall submit four copies of shop drawings of the ramp for approval prior to installation. The shop drawings shall show layout of the ramp in relation to the building, the material to be used and details of construction.

21.1.2 The contractor shall provide all work necessary as part of the installation to adapt the existing site to accept the handicap ramp.

21.2 Remove existing handicap ramp as ordered. The ramp may be re-used providing it is still in sound condition and meets the UBC.

21.3 The contractor shall install SAFETY TRACK or an approved equal in 2 inch widths to all new ramps. Installation shall be per manufacturer's recommendations. Installation shall be included with order for handicap ramp.

Contractor shall install SAFETY TRACK or an approved equal in 2 inch widths to existing steps or ramps when ordered.

22.0 Plumbing.

22.1 All fixtures shall be made free-running. Unplug fixture and drains from the interior of the building to the main sewer line. Unplugged fixtures shall be considered "free running" as follows:

Bathroom sink - one inch of water drains in 30 seconds

Toilet - drains and refills in two minutes

Shower - one inch of water drains in 60 seconds

Kitchen and laundry sink - one inch of water drains in 30 seconds

Other Drains - steady flow from half-open faucet thru a garden hose allows continuous drainage.

22.2 Repair and replacement of the plumbing system and associated components are described below. The contractor shall restore the plumbing system and associated components per applicable sections of the Uniform Plumbing Code (UPC). The quality of workmanship shall always be equal to or better than the minimum specified by UPC. Underground service lines, valves and fittings shall conform to AWWA C 800-89. Sewer lines shall be repaired with standard manufactured sewer line products. The specific repairs or replacements include but are not limited to those given in the following paragraphs. Locate all water and sewer lines in the contractor's area of responsibility. A Task Service Order will be issued by the Government for locating these lines for other contractors.

22.2.1 Domestic Water (Hot and Cold) System.

Interior cold water piping and interior valves. Outside piping to the corporation stop at the main, the main itself if a direct tap or the saddle connection. Including outside shut off valve, service valves and all laterals.

Outside valve, valve boxes and covers.

Cold water piping supports.

Cold water piping, fittings and pipe sections from the interior to the corporation stop at the main is the responsibility.

Cold water faucets, free standing hose bibbs, frost-free wall hydrants (outside faucets) and interior valves.

Hot water piping.

Hot water piping supports.

Radiators

Hot water piping fittings and pipe sections.

Hot water faucets and valves.

Hot water heaters (includes tanks, elements, anodes and valves).
Majority of sizes are 50 and 65 gallons.

22.2.2 Sewer Piping and Fittings.

Interior and exterior sewer piping and fittings.

Exterior sewer lines to the main sewer line (located adjacent to or under the main streets). This shall include laterals, sub-laterals and manholes located in laterals or sub-laterals that feed into the main sewer line. Replacement shall include digging, removal, replacement, compacting, grouting, testing for leaks, backfilling and restoration. Replacement may require extensive use of backhoe and may need to be accomplished on an emergency basis.

Routing out exterior sewer lines may be up to 200 LF in length.

Outside and inside cleanouts.

Sewer piping vents.

22.2.3 Lavatories.

Hot and cold water faucets.

Drain stopper and traps.

Sinks.

22.2.4 Kitchen Sinks.

Hot and cold water faucets.

Drains and traps.

Kitchen sinks.

Strainers and stoppers.

Complete sink units.

22.2.5 Toilets.

Tank fill valve assemblies.

Tank float assemblies.

Tank flushing assemblies.

Tank-to-commode seals.

Commode-to-sewer line-seals.

Toilet seats.

Commode component replacements.

Tank cover replacements.

Complete toilet units. (Replacement toilets and tanks shall be water saver 3 1/2 gal/flush type, unless otherwise directed).

22.2.6 Laundry Tubs.

Hot and cold water faucets.

Drain stoppers and traps.

Laundry tubs.

22.2.7 Hot Water Tanks.

Complete hot water tank and components.

Repair hot water tank insulation for tears and rips. Use white insulation tape.

Remove hot water tank insulation blanket as ordered.

Reset hot water tank temperatures to maintain 120° F temperature at the closest bathroom fixture faucet to the tank.

Replacement water heaters shall have at least a 10 year manufacturer's warranty and heavy duty magnesium anodes.

Replacement water heaters shall be installed with an air space beneath tank and floor to meet Codes.

22.2.8 Water Piping Insulation. Piping insulation shall match existing thickness or if none exists shall be one inch thick mineral fiber molded cylinders made for application on standard sizes of piping and tubing. Insulation shall fit snugly with all joints closed. Sections shall be bonded or taped together. Insulation shall be completely covered with a vapor barrier jacket with all joints sealed. Elbows, tees, etc., shall be made using factory preformed type insulation sections or loose butt type mineral insulation and covered with a manufacturer's preformed PVC fitting covers. All edges of the fitting shall be stapled and taped. Staples shall be pipe insulation manufacturer's standard stainless steel corrosion-resistant type.

See Paragraph 49.0 Asbestos of this Exhibit for asbestos work and removal.

22.2.9 Gas.

22.2.9.1 Gas lines, fittings and anchors.

22.2.9.2 Gas regulator repair and replacement.

22.2.9.3 All parts and installation shall meet American Gas Association, America National Standards and Parts or Equipment Manufacturer's recommendations.

22.2.10 Fixture and Piping Accessories:

Linkages.

Anchors.

Supports.

Other items as required.

22.2.11 Remove and Reinstall Furnace Piping. Remove and reinstall furnace piping to facilitate removal and installation of water heaters. The contractor shall provide a journeyman heat mechanic to perform this work. Removal and reinstallation shall include as a minimum:

22.2.11.1 Turn-off existing furnace including sources of fuel.

22.2.11.2 Provide temporary electric heaters if furnace will be down more than two hours. Inform occupants of the no heat prior to work. Temporary electric heaters or other approved methods shall provide a minimum of **60° F** in all rooms in the occupied building, including areas with water lines.

22.2.11.3 Remove only the minimum piping necessary to allow removal and installation of the water heater. This may include cutting and replacement of PVC piping.

22.2.11.4 Check for leaks and turn system back on. Relight gas pilots.

22.2.11.5 Clean up all areas affected including water on floor.

22.2.12 Drain, Remove and Reinstall Hot Water Tanks. Drain, remove and reinstall hot water tanks to facilitate other work. This item shall include:

22.2.12.1 Disconnect electrical, oil or gas, drain entire tank and disconnect piping. Temporary electrical, oil and gas work shall be made safe.

22.2.12.3 All work, including repair work and reinstallation of the water tank, shall be completed and operating the same working day in occupied buildings and within two working days (or as ordered) in unoccupied buildings.

22.2.12.4 Correct all dissimilar metal connections with dielectrics, check safety valves and replace if necessary, prior to reinstallation.

23.0 Electrical.

23.1 This paragraph covers general requirements for the repair of electrical systems, including building wiring and conductors beginning with the service head, terminal box or meter and service equipment to load. This specification does not apply to repair of non-Government items. The contractor is responsible for the following:

Electrical conduit/romex.

Distribution panels.

Breaker panels (to include main breakers, except main breakers in locked vaults)

Ground fault circuit interrupters.

Circuit breakers and fuses.

Switches.

Receptacles.

Outlets.

Exterior receptacles.

Exterior wiring to lighting or other utility structures associated with the building.

Electric heaters.

Interior wiring.

Wiring to hot water tanks and all wiring to kitchen equipment and fans.

Light fixtures (incandescent and fluorescent) and bulbs and tubes.

Smoke, heat and combination detectors.

Service entrance conductors
Service head

Terminal box

Meters and enclosures

23.2 Repair and replacement of electrical systems and components shall be made in such a manner as to assure a safe and reliable electrical system. All work shall conform to the requirements of NFPA No. 70 and NFPA 101. All replacement material and components shall be listed or approved by UL. The overall quality of the repair, including all materials, shall be comparable to the original construction quality for the building. All electrical work shall be done or checked by a currently licensed and certified Washington State electrician qualified in that type of work.

23.3 Common repair procedures shall include, but not be limited to:

Breaker Panels and Switches. Repair of breaker panels and switches shall include replacement of circuit breakers, replacement of wiring, replacement of switches, tightening of connections, securing of the mounting mechanism, and replacement of the entire panel in the event of physical damage. This includes main breaker panels and switches except those main breaker panels and switches located in locked vaults.

Circuit Breakers. All replacement circuit breakers shall be new and of the same manufacturer as the electrical breaker panel and shall be installed in accordance with the manufacturer's instructions. Cannibalized breakers from unoccupied buildings to be demolished may be used if they are safe and serviceable.

Wiring. All replacement wiring shall be in accordance with the NEC.

Wall Switches. All wall switches found to be defective because of improper operation, physical damage, or evidence of arcing during operation shall be replaced. The replacement switch shall be approved by UL. Installation shall be in accordance with the NEC, and the associated wiring shall be inspected for insulation integrity and quality.

Receptacles. Any wall receptacle found to have defective contacts or physical damage shall be replaced with a three-terminal, UL-approved receptacle. Wiring shall be inspected for proper insulation quality and integrity. All electrical connections shall be properly tightened, and proper grounding connections shall be assured.

Interior Light Fixtures (Incandescent) Any interior light fixture found to be damaged physically, have loose electrical connections, improper grounding, missing parts, burned out bulbs or defective wiring shall be repaired or replaced as required. If repairs are made, all wiring shall conform to NEC requirements.

Interior Light Fixtures (Fluorescent). Any fluorescent light fixture having physical damage, loose or defective wiring, improper grounding, improper operation, worn lamp holders, burned out lamps, or an excessively noisy or otherwise defective ballast shall be repaired or replaced to correct the deficiency. All replacement ballasts shall be PCB free and shall be labeled "NO PCB's". See paragraph C.1.10, Safety, for removed ballast requirements.

Outside Receptacles. Outside receptacles having physical damage, defective contacts, loose connections, improper groundings, defective wiring, or a faulty cover or seal shall be repaired or replaced as required. Seals or covers shall be replaced as required to assure that the outlet box is weathertight.

General Wiring. Repair and replacement of tasks listed in Exhibits 9 and 25 shall consist of replacing wiring where there is evidence of the following:

Charred insulation or conductors.

Cracked or missing insulation.

Otherwise defective or deteriorated insulation.

Broken conductors.

Electric Heaters. Repair shall include replacing heater thermostats and sensors, blades, motors, switches and replacing covers. Replacement shall include complete removal and replacement with new electric heater of the same size, type, configuration and color.

24.0 Heat Maintenance

24.1 Service calls shall be performed for all work to provide repairs, maintenance, troubleshooting, inspection, testing and temporary heat as specified.

24.2 Power Vacuum Cleaning.

24.2.1. General: Unless otherwise directed, two types of systems shall be power vacuum cleaned:

24.2.1.1 Air distribution (duct) systems

24.2.1.2 Flue gas systems including the connected boiler or furnace.

24.2.1.3 All cleaning shall be accomplished by means of a commercial vacuum system (usually truck mounted) specifically designed for the use.

24.2.2 Air distribution system shall be power vacuum cleaned providing full suction to each branch duct. Additionally, each duct shall be scraped and vibrated to the extent feasible while under vacuum. All registers, grilles, fans and fan compartments shall be thoroughly cleaned. Permanent air filter shall be cleaned and new disposable air filters shall be installed.

24.2.3 Chimneys, flues, and boilers or furnaces shall be power vacuum cleaned to remove accumulated soot and ash. Prior to the power vacuum cleaning all surfaces to be cleaned shall be wire-brushed or scraped to loosen soot and ash. This cleaning includes, but is not limited to, the fire side of all heat exchangers.

24.2.4 All cleaning shall be accomplished while providing necessary protection from damage to buildings and to property of occupants from dust, soot or dirt that may occur from cleaning. The contractor shall clean any items damaged or soiled from the cleaning process.

24.3 Temporary Heat: The contractor shall provide temporary heat when the interior building temperature falls below 60 degrees F, or when ordered.

24.4 Water Heater Maintenance

24.4.1 Service Calls:

24.4.1.1 Service calls shall be performed for all work to provide repairs, maintenance, troubleshooting, inspection and testing as specified.

24.4.1.2 Repair or replace water heater tank upon issuance of service order.

24.4.1.3 Repair or replace malfunctioning heater components including valves, piping and elements.

25.0 GROUNDS MAINTENANCE:

25.1 General: The contractor shall provide all services for maintaining grounds as listed below. The contractor shall repair or replace at his expense anything which has been damaged or destroyed as a consequence of his performance of work under this contract. Grounds Maintenance is not part of this contract unless order through the contracting officer on Contract line items 1 and 2.

25.2 Improved Grounds:

25.2.1 Mowing: Mowing shall be accomplished as ordered. Grass shall be mowed to a height of 1½ inches. Clippings shall be picked up to avoid thatch build-up.

25.2.2 Trimming: Trimming shall be accomplished each time the area is mowed. The grass shall be trimmed around trees, shrubs, posts, poles, along buildings, water hydrants, sprinklers, along fence lines and parking lot bumpers so that grass height shall not exceed the mowed height of the adjacent grass. Extreme care shall be exercised when using nylon whip cord trimmers for trimming around the base of trees and shrubs to avoid breaking the bark.

25.2.3 Edging: All sidewalks, curbs, and parking lots shall be edged keeping edging as close to sidewalks, parking lots, and curbs as possible.

25.2.4 Clean-Up: All trash, litter, and other debris shall be picked up prior to commencing mowing and trimming. All concrete and asphalt sidewalks, asphalt roads, and parking lots shall be cleaned of all clippings after completion of mowing and trimming.

25.2.5 Shrubbed Maintenance: All shrubbeds shall be weeded.

25.3 Semi-Improved Grounds:

25.3.1 Mowing: Grass and weeds shall be mowed to a maximum height of three (3) inches. Mowers shall be set to a cut height of two (2) inches or lower if terrain will permit.

25.3.2 Trimming: Trimming shall be accomplished each time the area is mowed. The grass shall be trimmed around trees, shrubs, posts, poles, along buildings, water hydrants, sprinklers, along fence lines and parking lot bumpers so that grass height shall not exceed the mowed height of the adjacent grass. Extreme care shall be exercised when using nylon whip cord trimmers for trimming around the base of trees and shrubs to avoid breaking the bark.

25.3.3 Clean-Up: All litter shall be picked up prior to commencing mowing and trimming. All concrete and asphalt sidewalks, asphalt roads, and parking lots shall be cleaned of all clippings after completion of mowing and trimming.

25.4 Unimproved Areas:

25.4.1 Mowing: Grass cutting shall be accomplished on areas indicated when ordered. Grass and weeds shall be mowed to a maximum height of four (4) inches. If four (4) inches is not obtainable due to terrain, mowers shall be set to cut as short as the terrain permits.

25.4.2 Clean-Up: All litter shall be picked up prior to commencing mowing operations.

26.0 ASBESTOS:

26.1 Remove and dispose of asbestos to repair or maintain buildings. Encapsulate unremoved interface between the clean removed area and any remaining asbestos. Encapsulation material shall be a standard manufacturer's material for encapsulation use. Examples of asbestos material which may need to be removed to accomplish maintenance and repair are, but not limited to; floor tile and mastic, heat shields, asbestos covering for fire walls, window putty and insulation including pipe insulation.

26.2 The majority of asbestos removal will consist of existing sheet vinyl flooring with asbestos paper backing and mastic, asbestos tile and mastic and window putty. Work shall be accomplished in strict accordance with the Washington Administrative Codes (WAC) for handling friable asbestos, including:

26.2.1 Work shall be accomplished by state certified asbestos workers.

26.2.2 Work area shall be contained in a negative pressure enclosure (WAC 296-62-07712). (Determined by air monitoring).

26.2.3 Workers are to use Type C supplied air (Stepdown is NOT allowed) (WAC 296-62-07715(2)(a)). (Determined by air monitoring).

26.2.4 Initial air monitoring is required (WAC 296-62-07709).

26.2.5 Notify the Washington Department of Labor & Industries (L&I) (WAC 296-65).

26.3 Refer to Paragraph C.1.10.3.3 and C.1.10.3.3.1 for removal of vinyl asbestos tile, mastic and sheet vinyl flooring with asbestos paper backing.

26.4 When ordered, collect a sample of asbestos containing material and have it analyzed by an independent testing laboratory for asbestos content.

26.4.1 Samples shall be collected in accordance with WAC 296-62-07735, Appendix A, and WAC 296-62-07737, Appendix B. Samples shall be collected by a certified asbestos inspector.

26.4.2 The laboratory performing the analysis shall be OSHA certified. Submit the name and certification number of the laboratory to ENRD prior to starting work.

26.4.3 Determination of asbestos content in samples shall be by polarized light microscopy, in accordance with 40 CFR 763, Appendix A to Subpart F, Section 1.

26.4.4 Analysis shall be completed by the laboratory within 48 hours after sample has been delivered.

26.4.5 Analysis results shall be received telephonically from the laboratory upon obtaining results.

26.4.5.1 Analysis result shall be provided telephonically to Contract Management Branch within 24 hours after telephonic notification from the laboratory.

26.4.6 Written results shall be issued to ENRD; CMB; Chief, Mechanical Branch of O&M Division; and the Contracting Officer, within 48 hours upon receipt from the laboratory.

26.4.6.1 Written results shall be in the form of a report. The report shall include, as a minimum:

- a. Date of report
- b. Laboratory name, address, and phone number
- c. Sample identification number
- d. Sample collection date and time
- e. Building from where sample was collected
- f. Date of sample receipt and date of sample preparation and analysis
- g. Analytical results reported with appropriate significant figures
- h. Detection limits that reflect dilutions, interferences, or corrections for equivalent dry weight
- i. Method of analysis reference
- j. Signature of the responsible individuals

26.5 The contractor shall submit to ENRD the following record keeping information (copies) for each asbestos project per building. All paper work associated with each asbestos project shall indicate the building number, asbestos permit number and the asbestos project date.

- a. Permit applications sent to regulators.
- b. Permits received from regulators.
- c. Project completion notices sent to and received from regulators.
- d. Copies of all permits received under the annual permit.
- e. Air samples (preabatement, area, personnel, clearance) if historic samples are used, indicate those results and date they were taken for each project (saying they are historic).
- f. Waste shipment records (copy included).
- g. Surveys done or bulk sample results indicating which project they are associated with.
- h. Job site logs, safety meeting logs and daily inspection logs.

- i. Disposal container logs for work under annual permit, asbestos is held for longer than 10 days and asbestos from different project is added to same container.

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EXHIBIT 13

COMPUTER GENERATED SERVICE ORDERS

DOC#: DEH 253003

FAC#/SUF: XXXX

JOB DESC: NO HEAT. CALL OCCUPANT FIRST.

REMARKS: EM

SHORT JOB DESC: NO HEAT

REQ NAME: DOE

PHONE: 967-XXXX

LOCATION: XXXX

DATE/TIME REC: 04/30 07:34 ACCOMPLISH ON: /

PRIORITY: 1

TASK CD:

TASK UNITS:

WORK CL: K

REIMB CD: DB

FUNCTL GP:

OTHER FUND C:

COMP CD:

OCCUPANT SIGNATURE:

SHOP: *

- NOTE: 1. This Service Order is for example only.
2. *This is the Government notation that the work is to be by contract, not PW shops.
3. The contractor shall obtain the occupant's signature upon completion.
4. The contractor shall fill in Contract Task Codes, Manhours, Material Cost, Completion Date and other applicable annotations as specified (e.g., NFWT (not fair wear and tear)).
5. Return within the number of working days after completion as specified.
6. The format of the service order may change but the contractor's requirements will not change.

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EXHIBIT 14
KITCHEN EQUIPMENT INVENTORY LOG

- A. Description of the equipment _____
(e.g., Range)
- B. Age of the equipment _____
- C. Date put in service _____
(actually installed if new)
- D. Date taken out of service (if _____
determined to be economically
not repairable, if still in
service so state)
- E. Location (e.g. building, unit, etc). _____
- F. Overall appearance _____
(e.g. clean, new, old dirty, dents, etc.)
- G. Manufacturer of the equipment. _____
- H. Model # of the equipment. _____
- I. Serial # of the equipment. _____
- J. Total cost of completed repairs _____
(If none associated with inspection indicate N/A)
- K. Expected or extended service life _____
- L. Date of repair or inspection _____
- M. Name of technician or inspector _____

Technician/Inspector Signature

Contractor Signature

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EXHIBIT 15

OFFICES AND PHONE NUMBERS FOR QUESTIONS OR PROBLEMS

<u>Office</u>	<u>Telephone</u>	<u>During the hours</u>
PW Contract Management Branch,	967-4713	0730 - 1600 (Inspectors are most likely to be by their phones during 0730 - 0830, 1100 - 1200 and 1530 - 1600 hours). Government work days only.
Work Management center	967-4713	Normal Government working hours (0730-1600).
PW Furnishings Management Branch	966-4145	Normal Government working hours.
PW Environmental Division	967-5337, 967-5646	Normal Government working hours.
PW Fire Department	967-5896 967-3131	After 1600 and before 0730 weekdays. All day Saturday, Sunday and Federal Holidays. Call only on emergency work problems.
DPTM/DRCS (ROTC/WSO)	967-0767	Normal Government working hours.

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EXHIBIT 16

CONTRACT DISCREPANCY REPORT

1. CONTRACT NUMBER

For use of this form, see DA 715-15; the proponent agency is DCSLOG.

2. **TO:** *(Contractor and Manager Name)*3. **FROM:** *(Name of QAE)***DATES**

PREPARED

ORAL NOTIFICATION

RETURNED BY CONTRACTOR

ACTION COMPLETE

4. DISCREPANCY OR PROBLEM *(Describe in Detail: Include reference in PWS/Directive: Attach continuation sheet if necessary)*

5. SIGNATURE OF CONTRACTING OFFICER

6. **TO:** *(Contracting Officer)*7. **FROM:** *(Contractor)*8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE.
ATTACHCONTINUATION SHEET IF NECESSARY. *(Cite applicable Q.A. program procedures or new A.W. procedures.)*

9. SIGNATURE OF CONTRACTOR REPRESENTATIVE

10. DATE

11. GOVERNMENT EVALUATION *(Acceptance, partial acceptance, rejection: attach continuation sheet if necessary.)*12. GOVERNMENT ACTIONS *(Payment deduction, cure notice, show cause, other.)***CLOSE OUT**

CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
QAE			

EXHIBIT 16

CONTRACTING OFFICER		
------------------------	--	--

DA FORM 5479-R, NOV 85

EXHIBIT 17

DAILY CONTRACTOR INSPECTION REPORT

(INSTRUCTIONS ON REVERSE SIDE)

1. CONTRACT NUMBER	3. ABBREVIATED CONTRACT NAME	4. NAME OF CONTRACTOR (COMPANY NAME)	
2. SPECIFICATION NUMBER			
5. NOTICE TO PROCEED DATE	7. WEATHER AND TEMPERATURE		
	0800 HOURS	1200 HOURS	1500 HOURS
6. ACTUAL DATE STARTED			
8a. CONTRACTOR DESCRIBE WORK BEING PERFORMED (INCLUDE LOCATION OF WORK)			
8b. NUMBER OF WORKERS ON JOB	8c. NAME OF CONTRACTOR'S REPRESENTATIVE		
9. CONTRACTOR RECORD GOVERNMENT REPRESENTATIVE'S INSTRUCTIONS (IF ANY)			
10. CONTRACTOR DESCRIBE DIFFICULTIES ENCOUNTERED (INCLUDE DELAYS, DESCRIBE WORK NOT PERFORMED IN ACCORDANCE WITH SPECIFICATIONS, CORRECTIVE ACTIONS, ETC.)			
11. INSPECTOR EVALUATE CONTRACTOR'S INPUT TO ITEMS 8, 9, AND 10. WAS A SITE INSPECTION PERFORMED OF THE WORK IDENTIFIED IN BLOCK 8? ___YES ___NO			
DATE OF INSPECTION:			
12. ESTIMATED COMPLETION DATE:	13. PERCENT COMPLETE	14. CONTRACTOR'S SIGNATURE AND DATE	
15. INSPECTOR'S SIGNATURE AND DATE:		16. ENGINEERING REVIEW (SIGNATURE AND DATE)	
17. CONTRACTING ADMINISTRATOR'S SIGNATURE AND DATE:	18. REPORT IS FOR DATE (S)	19. REPORT SERIAL NUMBER	

FORM

HFL 1 Jan 87 1235

EDITION OF 1 DEC 74 WILL BE USED UNTIL EXHAUSTED.

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EXHIBIT 18

CONTRACT REMINDER NUMBER _____

CONTRACT NUMBER: _____

SPECIFICATION NUMBER: _____ PAGE NUMBER: _____ PARAGRAPH NUMBER: _____

CIRCUMSTANCES:

INSPECTOR SIGNATURE: _____

DATE: _____

(To be completed by Government)

.....

CONTRACTOR RESPONSE (RETURN TO INSPECTOR UPON COMPLETION):

CONTRACTOR MANAGER OR QC SIGNATURE: _____

DATE: _____

(To be completed by Contractor)

.....

FOLLOW UP:

INSPECTOR SIGNATURE: _____

DATE: _____

(To be completed by Government)

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EXHIBIT 19

RETURN CALL TAG
TEMPORARY BUILDING MAINTENANCE

Hello,

_____ would like to schedule an appointment
(name of company)
for maintenance as described below:

Return Call Tag*
Maintenance

Building Number _____

Date _____ Time _____ tag was placed

Type of work to be performed _____

Please call Phone No. _____ Contractor _____
within 2 workdays to reschedule an appointment for
work.

Thank You

*Provided by contractor, example only.
Contractor shall fill in all blanks

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EXHIBIT 22 BUILDING LIST

EXHIBIT 22

BLDG #	GSF	BLDG #	GSF	BLDG #	GSF	BLDG #	GSF	BLDG #	GSF
*T05229	6023	B0813	1144	C0926	4830	D0322	1984	D0531	4720
A0108	2284	B0820	1144	C0927	4830	D0327	2207	D0532	4720
A0124	7754	B0821	1144	C0928	2417	D0328	4720	D0533	4720
A0132	8267	B0822	397	C1001	2207	D0329	4720	D0534	2207
A0133	7754	B0827	2207	C1002	4720	D0330	4720	D0603	2207
A0135	4325	B0828	4720	C1003	4720	D0331	4720	D0604	4720
A0454	4720	B0829	4720	C1006	4720	D0332	4720	D0605	4720
A0455	4720	B0832	4770	C1007	4720	D0333	4720	D0606	4720
A0506	4720	B0833	2207	C1008	2410	D0334	2207	D0607	4720
A0507	4720	B1131	2284	C1009	1984	D0403	2207	D0608	4720
A0536	4720	B1202	1677	C1010	1144	D0404	4720	D0609	4720
A0537	4720	B1216	2409	C1011	1144	D0405	4720	D0610	2207
A0602	4794	B1217	1843	C1018	1144	D0406	4720	D0611	1984
A0603	4794	B1218	2284	C1019	1144	D0407	4720	D0612	1144
A0604	4794	B1220	7670	C1020	1984	D0408	4720	D0613	1144
A0606	4720	C0234	992	C1021	2207	D0409	4720	D0620	1144
A0607	4720	C0509	1984	C1022	4720	D0410	4720	D0621	1144
A0619	2011	C0511	1144	C1023	4720	D0411	1984	D0622	1984
A0632	4720	C0526	4824	C1026	4720	D0412	1144	D0627	2207
A0633	4720	C0527	4720	C1027	4720	D0413	1144	D0628	4720
A0636	4720	C0528	2207	C1028	2207	D0420	1144	D0629	4720
A0637	4720	C0701	2207	C1224	7804	D0421	1144	D0630	4720
A0707	7796	C0702	4824	C1227	7794	D0422	1984	D0631	4720
B0405	4794	C0703	4824	C1230	1675	D0427	2207	D0632	4720
B0407	4794	C0706	4824	C1233	2288	D0428	4720	D0633	4720
B0408	4794	C0707	4706	C1234	7814	D0429	4720	D0634	2207
B0409	4794	C0708	2207	C1249	992	D0430	4720	D0703	2207
B0429	4794	C0709	1984	C1319	7796	D0431	4720	D0704	4720
B0432	4794	C0710	1168	C1322	2284	D0432	4720	D0705	4720
B0504	4794	C0711	1144	C1323	1843	D0433	4720	D0706	4720
B0505	4720	C0719	1144	C1333	4830	D0434	2207	D0707	4720
B0508	4780	C0720	1984	C1334	4830	D0503	2207	D0709	4720
B0529	4780	C0721	2207	D0211	3108	D0504	4720	D0710	2207
B0532	4794	C0722	4824	D0219	2739	D0505	4720	D0711	1984
B0533	4794	C0723	4824	D0303	2207	D0506	4720	D0712	1144
B0604	4794	C0726	4720	D0304	4720	D0507	4720	D0713	1144
B0605	4794	C0727	4720	D0305	4720	D0508	4720	D0720	1144
B0607	4794	C0728	2207	D0306	4720	D0509	4720	D0721	1144
B0608	4794	C0902	4824	D0307	4720	D0510	2207	D0722	1984
B0609	4794	C0903	4824	D0308	4720	D0511	1984	D0727	2207
B0705	4720	C0906	4824	D0309	4720	D0512	1144	D0728	4720
B0709	4794	C0907	4830	D0310	2207	D0513	1144	D0729	4720
B0728	4706	C0909	2017	D0311	1984	D0520	1144	D0730	4720
B0729	4706	C0922	4824	D0312	1144	D0521	1144	D0731	4720
B0803	2207	C0923	4824	D0313	1144	D0522	1984	D0732	4720
B0804	4720			D0320	1144	D0527	2207	D0733	4720
B0805	4720			D0321	1144	D0528	4720	D0734	2207
B0812	1144					D0529	4720	D0803	2207
						D0530	4720	D0804	4720

EXHIBIT 22 BUILDING LIST

BLDG #	GSF	BLDG #	GSF	BLDG #	GSF	BLDG #	GSF	BLDG #	GSF
D0805	4720	D1114	7670	T2888	6624	T9572	9029	TC1209	7670
D0806	4720	D1117	4720	T2889	992	T9628	1549	TC1217	1843
D0807	4720	D1118	4720	T4041	3108	T9641	46531	TC1275	11708
D0808	4720	D1124	7670	T4042	3108	T9645	12808	TC1301	4720
D0809	4720	D1125	2250	T4079	7200	TA0336	7818	TC1307	2207
D0810	2207	D1127	2207	T4172	10248	TA0337	1144	TC1317	3663
D0811	1984	D1131	2284	T4173	13481	TA0338	3714	TD0902	2360
D0812	1144	D1132	2941	T4549	1107	TA0456	2207	TD0907	992
D0813	1144	D1135	3779	T5038	14733	TA0610	4720	TD0909	1165
D0820	1144	D1139	7670	T5114	5915	TA0611	4720	TD0910	1296
D0821	1144	D1142	2207	T5115	5915	TA0617	1144	TE1301	6051
D0822	1984	D1143	4720	T5121	2129	TA0640	4720	TF0006	9267
D0827	2207	D1147	3714	T5127	3007	TA0641	4720	TF0008	9267
D0828	4720	D1151	4720	T5170	19411	TA1101	2739	TF0016	9267
D0829	4720	D1152	992	T5210	4720	TA1106	2739	TF0018	9267
D0830	4720	D1153	1144	T5211	4720	TA1109	1280		
D0831	4720	D1154	1165	T5212	4720	TA1110	10033		
D0832	4720	D1156	1296	T5213	2284	TA1111	2911		
D0833	4720	D1158	4720	T5213	2284	TA1112	2000		
D0834	2207	D1159	4720	T5218	9975	TA1401	3358		
D0903	4720	D1160	4720	T6069	2250	TA1411	3108		
D0904	4720	D1162	2360	T6168	2263	TA1413	3108		
D0905	4720	D1163	4720	T6179	1144	TA1415	5106		
D0906	4720	F0002	9267	T6180	1144	TA1450	3108		
D0908	1144	F0010	9267	T6181	1984	TA1451	10706		
D0913	4720	F0017	9332	T6182	1372	TA1452	3108		
D0914	4720	T02002	2833	T6183	2203	TA1453	1280		
D0918	7670	T02270	3715	T6184	4720	TA1454	3108		
D0920	2207	T02607	714	T6185	4720	TA1491	10368		
D0923	2284	T03725	3714	T6186	4720	TB0114	3108		
D0924	1843	T03726	2352	T6191	3663	TB0116	3108		
D0931	2250	T1011	1829	T6192	1734	TB0118	3108		
D0932	2207	T1034	8142	T6193	8185	TB0214	3108		
D0933	4720	T1035	714	T6195	2284	TB0505	4780		
D0940	4720	T1036	8142	T6212	1984	TB0705	4706		
D0941	992	T1037	8142	T6213	1144	TB0732	4706		
D0942	1144	T1143	2380	T6214	1144	TB0809	4770		
D0948	4720	T1206	3158	T6225	4720	TB0833	4770		
D0950	2284	T1210	7620	T6226	4720	TB0911	1984		
D0951	1684	T1229	9267	T6227	4720	TC0112	9886		
D1001	2207	T2410	6113	T6228	2263	TC0306	4720		
D1002	1144	T2411	7670	T6230	1600	TC0308	2207		
D1004	2284	T2414	3779	T6231	8185	TC0309	1984		
D1006	992	T2416	3663	T6232	2284	TC0310	1144		
D1007	4720	T2621	2250	T6236	3108	TC0311	1144		
D1102	2284	T2885	1600	T6237	3108	TC0326	4720		
D1103	1675	T2886	6624	T9571	9000	TC0327	4720		
D1106	4720	T2887	6624			TC0328	2207		
D1107	992					TC0908	2207		
D1108	1144					TC1207	4720		

Technical Exhibit 23

ENVIRONMENTAL PROTECTION FORT LEWIS

[Spec writer- check on any other unique or different requirements for Yakima Training Center and Vancouver/Camp Bonneville]

PART 1 GENERAL REQUIREMENTS

1.1 The contractor and all subcontractors under direction of the Prime Contractor shall perform the work minimizing environmental pollution and damage as the result of construction operations or services under this contract. For the purpose of this specification, environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the utility of the environment for aesthetic, cultural, and/or historical purposes. The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual esthetics, noise, solid waste, and erosion from stormwater, as well as pollutants.

1.2 Abbreviations and Acronyms: See Section C.2 of the PWS

1.3 Protection of Environmental Resources

The environmental resources within the project boundaries and those affected outside the limits of work under this contract shall be protected during the entire period of this contract. The Contractor shall confine his activities to areas defined by the drawings and specifications.

1.4 ISO 14001 Program

Fort Lewis Public Works has implemented an Environmental Management System (EMS) in conformance with ANSI/ISO 14001 (Environmental Management System-Specification with guidance for use). As a requirement of the EMS, PW has developed an environmental policy and conducted an analysis of significant aspects and impacts. An aspect is an element of a process or activity that has a positive or negative impact on the environment. The significant aspects are those for which PW is concentrating its environmental programs to reduce the impacts to the environment. The contractor shall be familiar with, and incorporate into the work the requirements outlined in the Fort Lewis environmental policy and the Public Works EMS. The contractor shall incorporate procedures to insure that the work does not produce negative impacts to the environment or, in the case of material consumption, insure that all submittals are produced using recycled paper.

The significant aspects that apply to this project are:

1.4.1 Air Emissions (reduce air emissions from these types of sources):

- a. Stack emissions from manned and unmanned external combustion sources.
- b. Air emissions from fuel storage and transfer operations.

- c. Air emissions from paint booth operations.
 - d. Fugitive (tailpipe) emissions from vehicle and equipment operations, including commuting.
 - e. Air emissions from woodworking shop operations.
- 1.4.2. Accidental Spills/Discharges (reduce accidental spills of hazardous substances from these types of sources):
 - a. Spills and leaks/releases from fuel storage and transfer operations.
 - b. Discharge from Wastewater Plant operations.
- 1.4.3. Ground/Property Impacts (reduce the loss of historically significant elements):
 - a. Vegetation alteration and ground disturbance from utilities maintenance operations.
 - b. Construction/deconstruction, building and grounds maintenance effects on historic property.
- 1.4.4. Material/energy consumed or conserved from operations (reduce consumption and procurement of raw materials):
 - a. Use recycled content paper for all submittals.

1.5 Laws and Regulations

The Contractor shall comply with all applicable Federal, State, and Local environmental, natural and cultural resources, and historic preservation laws and regulations. Specific attention is directed to Fort Lewis Regulation No. 200-1 "Environmental Protection and Enhancement". These specifications supplement these laws and regulations.

1.6 Coordination

The Environmental and Natural Resources Division (ENRD) of PW coordinates most environmental concerns at Fort Lewis and its sub-installations. The Contractor shall coordinate with ENRD and Services Management Branch on environmental issues.

1.7 Submittals

The following is a summary of required submittals. Complete details and schedules are described in the rest of the section.

1.7.1 Environmental Protection Plan (See Paragraph C.1.9 of the basic PWS)

1.7.2. Hazardous Materials and Hazardous Wastes (Required based upon work specified and performed)

- Hazardous Materials Inventory Form (Initial and ongoing)
- Material Safety Data Sheets (MSDS)
- Hazardous Waste Profile Sheets
- Hazardous Waste Accumulation Log

Hazardous Waste Manifest
PCB Transformer Certification and Information

1.7.3. Asbestos (Required whenever asbestos work is performed)

Permits and any amendments
Management Plan
Removal Summary
Bulk Sample Results
Air Monitoring Sample Results (Pre-abatement, area, clearance, and personnel)
Jobsite Entry Logs
Waste Shipment Record
Summary of Asbestos Removed and Remaining
90 Day Waste Storage Facility Permits (if applicable)

1.7.4. Lead-based Paint (Required whenever painting is performed)

Test results
Summary of Paint Removed and Remaining

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 WORK AREA LIMITS

The Contractor shall confine all activities to areas defined by the design drawings and specifications. Prior to any construction, the Contractor shall mark the areas that will not be disturbed under this contract. Isolated areas within the general work area, which are to be saved and protected, shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor's personnel shall be knowledgeable of the purpose for marking and/or protecting particular objects.

3.1.1 Contractor Facilities and Work Areas

The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in areas designated on the drawings or as directed by the Contracting Officer or their representative. Temporary movement or relocation of Contractor facilities shall be made only when approved by the Contracting Officer or their representative.

3.2 MANAGEMENT OF HAZARDOUS MATERIALS AND HAZARDOUS WASTE (HM/HW)

3.2.1 GENERAL

3.2.1.1 Definitions (See Section C.2 of the basic PWS)

3.2.1.2 Environmental Services (ES) Section

The Contractor shall contact the ES at (253) 967-4786 with any questions pertaining to the storage, use, and disposal of Hazardous Materials and/or Hazardous Waste during the execution of this contract.

3.2.1.3 Restricted Use Materials

Certain chemicals are restricted from use on Fort Lewis. These chemicals are listed on the Restricted Use List (RUL). The RUL is maintained by the PW Environmental and Natural Resources Division (ENRD) and is updated semi-annually. A print out and/or an electronic copy of the entire RUL is available from ENRD, Building 1210. The Contractor shall obtain authorization from ENRD Pollution Prevention Program Manager prior to using any product that contains chemicals listed on the RUL. Only materials necessary for and associated with the execution of this Contract will be allowed on Government property.

3.2.1.4 Contingency Planning and Spill Response

The Contractor shall comply with the provisions of the Fort Lewis Spill Prevention, Control and Countermeasures Plan (SPCCP) and the Installation Spill Contingency Plan (ISCP). The PW ENRD maintains these plans. The Contractor shall also maintain on site a written contingency plan for HW accumulation and HM storage areas if the work associated with this contract generates HW or require storage of HM.

3.2.1.5 Transportation of HM and HW

The Contractor shall comply with all Department of Transportation (DOT) requirements associated with HM/HW, including proper container marking/labeling and vehicle placarding when transporting HM/HW on or off the installation. The Contractor shall obtain Government approval prior to removal of any HW from the installation. Removal shall only be done by an authorized HW transporter having an EPA Identification Number and with the HW recorded on a Uniform Hazardous Waste Manifest (EPA Form 8700-22).

3.2.1.6 HM/HW Personnel and Training Requirements

The Contractor shall appoint an Environmental Compliance Officer (ECO) and a Hazardous Material Technician (HMT)) and or a Hazardous Waste Technician (HWT) in writing, if the work associated with this contract causes the Contractor to generate, store, or handle HM/HW. The ECO/HMT shall be responsible for insuring the requirements of this specification are met.

The Contractor shall insure that appointed ECO/HMT/HWT personnel are trained in accordance with Washington Department of Ecology regulations before being assigned to any position handling HW/HM. This training shall include, but not be limited to:

- a. Hazardous Materials Use, Storage and Disposal Training Course for ECOs/HWTs. The 3 hour course is available bi-weekly from the Fort Lewis ENRD Environmental Services (ES) and shall be taken prior to the Contractor generating, storing, or handling HM on the installation. The Contractor shall contact the ES to schedule attendance.

- b. Hazardous Waste Management Training Course for ECOs/HWTs. The 3 hour course is available bi-weekly from the Fort Lewis ES Section and shall be taken prior to the Contractor generating, storing, or handling HW on the installation. The Contractor shall contact the ES to schedule attendance.
- c. First Responder Awareness Level as specified in the ISCP.
- d. Quarterly contingency plan review and rehearsal.
- e. Hazard Communication training as stated in paragraph 3.2.2.5.

The Contractor shall maintain a record of all required training, and the date conducted, for each individual requiring training and shall make this record available to the Government at all times during the execution of this contract.

3.2.2 HAZARDOUS MATERIALS

3.2.2.1 Notification

The Contractor shall provide an initial inventory and MSDS copies for all HM to be used during the execution of this contract, to the PW, Services Management Branch and the ENRD Pollution Prevention Office. The inventory shall include the type of HM, proposed storage location and quantity to be stored and shall be provided before bringing any HM onto the installation. The Contractor shall use the Hazardous Material Inventory form (HFL Form 953-Enclosure No. 1) or a contractor-generated form providing the same information. An electronic version of the Hazardous Material Inventory form is available from the PW ENRD in Building 1210.

3.2.2.2 Storage Facilities

Facilities shall meet all fire code requirements and provide adequate ventilation, containment, and protection from the elements. Provide warning signs, limit access to the facility, and lock it when it is unattended. Only HM shall be stored in the facility. Contractor vehicles are not considered a proper storage facility. No HM shall be stored in vehicles overnight or for any length of time.

3.2.2.3 Storage and Use

The Contractor shall store HM according to product labels and MSDS requirements. Non-compatible materials shall not be stored together. All containers shall be properly labeled as to contents and kept in good condition with tight fitting lids. Unopened containers shall be segregated from opened containers. Personal protective equipment (PPE) required by the MSDS or product label shall be available and worn by all personnel who handle the product.

3.2.2.4 Inspections, Record Keeping and Reporting

The Contractor shall perform formal quarterly inspections of their HM storage facilities utilizing the HM Inspection Checklist (HFL Form 951-Enclosure No. 2). The contractor shall perform weekly inspections of HM storage areas for spills, damaged or leaking containers, expired shelf

life, and unsafe storage. A current inventory of the HM storage facility shall be maintained on site and a copy forwarded to PW, Services Contract Management Branch and ERND quarterly using the Hazardous Material Inventory form. Additionally, a current MSDS for each product used or stored shall be present and on file at the site where the product is used or stored.

3.2.2.5 Hazard Communication Program

The Contractor shall have a written Hazard Communication program, which explains how personnel are informed and trained concerning HM in the workplace as required by Federal, state and Fort Lewis regulations. The written program shall be located at a hazard communication station that is accessible to all Contractor personnel and shall contain the following sections:

- a. A current inventory of HM, who is responsible for classifying a product as a HM, and how the inventory is updated.
- b. Labels and other forms of warning: This section shall describe the procedure for insuring that each HM container is clearly labeled and has the appropriate warnings. The section also states who is responsible for labeling requirements and how label information is updated.
- c. MSDS file: The location of the MSDS file, who maintains the file, and how personnel may access the file, shall be described. This section shall also describe what is done when a product is received without the MSDS and how the MSDS file is updated.
- d. Personnel training and information: This section shall describe initial and refresher training provided to personnel concerning the hazards of the HM in the workplace, the training provided, and who conducts the training.
- e. Information to non-Contractor personnel: This section shall describe how non-Contractor personnel are informed about possible hazards, where MSDS copies can be obtained, and what PPE is required in the workplace.

3.2.3 HAZARDOUS WASTE

3.2.3.1 Identification

The Contractor shall identify all HW generated during the execution of this contract. The Contractor shall completely characterize the waste stream to identify the waste constituents. Each waste stream identity shall be recorded on a Hazardous Waste Profile Sheet (HWPS) and submitted to PW, Services Contract Management Branch for approval prior to waste generation. Profile sheets are available from the ENRD Environmental Services (ES) or Contractor generated equivalent sheets may be used. The Contractor is responsible for any costs associated with laboratory analysis to verify the waste stream identity if it is not obviously evident.

3.2.3.2 Accumulation

NOTE: The last two sentences of the first paragraph should be deleted if the Contractor will not be allowed to dispose of HW on Fort Lewis

HW shall be accumulated in waste-compatible, sturdy, leak-proof, closed containers that are Department of Transportation (DOT) approved. If the waste is to be disposed of on Fort Lewis, YTC and Vancouver Barracks, the Contractor shall accumulate wastes only in Government issued HW containers. The Contractor shall contact the ES, phone (253) 967-4786 for drums at Fort Lewis. ***[At YTC, contact the Directorate of Environmental and Natural Resources, phone (509) 577-3402. At VCB contact the ECO, phone (360) 694-5538.]***

Each HW container shall be clearly labeled with the words HAZARDOUS WASTE, a description of the waste, and the hazard associated description or label. Any container issued by the ES at Fort Lewis ***[for the Directorate of Environmental and Natural Resources at YTC]*** shall have a Bar-coded label that contains all necessary labeling information. This label can be obtained by contacting the ES.

3.2.3.3 Container Management

HW shall be handled in a manner that prevents leaks, spills, fires, and explosions. Container tops and/or bungs shall be serviceable and tightly installed (wrench tight) at all times except when adding material to the container (material should not spill if the container tips over). Containers shall be properly grounded when transferring flammable materials. Containers holding flammable liquids (flash point less than 140 degrees F) shall be grounded. Reactive and ignitable waste containers shall be stored in a manner compatible with NFPA Fire Code requirements. Incompatible wastes shall not be accumulated in the same container or in the same area.

The container accumulation area shall be 50 feet from any other occupied building, shall have overhead cover, and shall be capable of being secured. Access to the area shall be restricted to trained personnel who need to be in and use the area. The site shall be locked when not in use.

The container accumulation area shall have a secondary containment system capable of collecting and holding spills and leaks. It shall be sized to hold 110% of the volume of the largest container. A minimum of thirty inches of aisle space shall be maintained between container rows. Container markings and labels shall be clearly visible.

3.2.3.4 Inspection, Record Keeping and Reporting

The Contractor shall inspect each accumulation point weekly, utilizing the attached Hazardous Waste Accumulation Areas checklist, (HFL Form 950-Enclosure No. 3) to verify compliance with the above requirements. The checklist shall be available on site for inspection.

3.2.3.5 Transportation and Disposal

The Contractor shall be responsible for the transportation and disposal off site of all HW generated from the execution of this contract, unless stated otherwise in this specification.

The Contractor or his representative, who provides services that generate, prepare for shipment or transports hazardous waste or provides hazardous waste clean-up/disposal services, shall be responsible for preparing EPA Form 8700-22, Uniform Hazardous Waste Manifest, for the state to which the material is being transported. The Contractor shall comply with all manifest and record keeping and reporting requirements. Specific manifesting procedures include:

- a. The Uniform Hazardous Waste Manifest will only be signed by personnel in the HWMS at Building 1210 on Fort Lewis. At Yakima Training Center, it will be signed by the Director of Environmental and Natural Resources, and at Vancouver Barracks, by the Environmental Compliance Officer.
- b. The Contractor shall provide a copy of the Uniform Hazardous Waste Manifest and supporting documentation (i.e., waste profile and land ban as appropriate) no less than 72 hours in advance of the proposed transporter pick up date.
- c. The Contractor shall coordinate and schedule transportation pick up dates and times by contacting the HWMS at (253) 967-4786 or 3268. This will ensure qualified individuals are available for the certification/signature of the manifest and other related documentation. A waste profile (land ban when required) must accompany the manifest to verify description of material being transported.

The Contractor shall be responsible for verifying that the shipment is properly identified (profiled), packaged, marked, labeled, and not leaking. The Contractor shall apply appropriate placards to his vehicle while transporting hazardous materials/waste.

The Contractor shall insure that the transporter and disposal facility have a valid Environmental Protection Agency identification number for the applicable hazardous waste services, i.e., transportation, treatment, storage, or disposal.

The Contractor shall ensure that the transporter drivers have current DOT combination licenses. The Contractor shall ensure that the carrier has instructed and trained personnel concerning the applicable Hazardous Materials Transportation Act (HMTA) regulations relevant to their job functions.

The Contractor or his representatives shall take appropriate action (including cleanup) in the event of a release/spill. If a release/spill occurs on Fort Lewis the Contractor shall immediately notify the Fort Lewis Fire Department (Dial 911). Secondary notification shall be made to (253) 967-4786 or 3268.

The Contractor shall ensure the transporter and disposal facility has liability insurance in effect for claims arising out of death or bodily injury and property damage from hazardous material/waste transport, treatment, storage, and disposal, including vehicle liability and legal defense costs in the amount of \$1,000,000.00, as evidenced by a certificate of insurance for General, Automobile, and Environmental Liability Coverage.

3.2.3.6 Hazardous Waste Turn-In

NOTE: Add this section for projects where a small quantity of HW will be generated and the Government will accept the waste for turn-in. Coordinate this choice with the HWMS beforehand.

The Contractor shall coordinate turn-in of small quantities of Hazardous Waste. Only HW generated on site as a result of the Contractor's execution of this contract will be accepted. At Fort Lewis, coordination for turn-in shall be made with the HWMS, phone (253) 967-4786. At Yakima Training Center, contact the Directorate of Environmental and Natural Resources, phone (509) 577-3402. At Vancouver Barracks, contact the Environmental Compliance Officer, phone (360) 694-5538.

Containers shall be turned in no later than 90 days after the accumulation start date (earlier if full). All HW that is turned in must be properly identified and characterized, contained, marked/labeled, and (if turned in from a site outside Fort Lewis) manifested. The HWMS will provide assistance to the Contractor at Fort Lewis, YTC, and Vancouver Barracks. This assistance does not free the Contractor from the responsibility of insuring that the waste is identified and managed in accordance with all of the above requirements so that it is acceptable for turn-in. The following procedures shall be followed:

- a. Identify the HW. The HW should be one of the waste streams that the activity is permitted to generate and for which a HWPS has been submitted. HW that has become HW shall require the name of the product, the MSDS, the stock number if known, and manufacturer if known, or a completed waste profile analysis.
- b. List the type, size, and number of containers, or items (e.g., PCB transformers).
- c. Prepare the HW container(s) for turn-in as directed by the HWMS representative. If the container is closed, the HWMS representative may require the Contractor to open the container(s) to verify proper identification of the HW (not applicable to original, factory-sealed containers).
- d. Provide certification as to HW identity and container compliance with appropriate regulations. The Contractor's ECO shall sign the certificate.

NOTE: Paragraphs 3.3, 3.4, 3.5, and 3.6 shall be included only when applicable

3.3 POLYCHLORINATED BIPHENYLS (PCB)

3.3.1 Transformers

The Contractor shall notify PW, Engineering & Contract Management Division on the day that any electrical transformer is delivered to Fort Lewis. All transformers brought on to Fort Lewis that are fluid filled must contain less than two parts/million (ppm) PCBs and be accompanied by a letter from the manufacturer that indicates that the level of PCBs in the transformer is below

two ppm. Copies of all PCB letters and nameplate information shall be provided to PW, Engineering & Contract Management Division.

3.3.2 Light Ballasts

The Contractor shall place all PCB light ballasts being removed into a DOT Specification 1A2 drum and turned in as specified for Hazardous Wastes above. All light ballasts removed which are marked, as non-PCB must be disposed of in accordance with Fort Lewis waste designations. This designation can be obtained from the HWMS.

3.4 LEAD PAINT

3.4.1 General

The Contractor shall follow all applicable laws and regulations when performing the removal or disturbance of lead-based paint. This includes the applicable guidance contained in "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing", published by the U.S. Department of Housing and Urban Development, unless or until it is superceded by other approved guidance.

3.4.2 Disposal

Prior to the disposal of any lead paint removed, the Contractor shall obtain laboratory analysis results for either total lead or TCLP (Toxic Characteristic Leaching Procedure), per project or individual building, and provide them to PW, Engineering & Contract Management Division. At the completion of the project, the amount of lead containing paint disposed of by the Contractor shall be provided to the Government. Lead paint shall be disposed of as specified above for Hazardous Waste.

3.4.3 Post Construction Requirements

The location of lead paint removed, and the suspected locations and approximate amounts of lead paint remaining in the project area, shall be shown on the floor plan/as-built of each building and provided to PW, Engineering & Contract Management Division upon completion of the project.

3.5 ASBESTOS

NOTE: Include the Asbestos Hazard Emergency Response Act (AHERA) surveys identifying regulated asbestos-containing material in the project area. Additionally, insure all permits and waste shipment records are submitted to ENRD.

3.5.1 General

The Contractor shall follow all applicable laws and regulations when performing the removal or disturbance of asbestos containing materials and shall be responsible for obtaining all necessary

asbestos removal permits. All documentation submitted must have the building number and asbestos permit number indicated for the associated project. The following shall be submitted to PW, Engineering & Contract Management Division prior to the contractor beginning work on the project:

- a. Copies of all approved permits for asbestos removal, including any amendments. All asbestos permit applications must indicate the building number and street name of the project site. If a permit application has multiple buildings included on it, all the building numbers and street names must be included. The Contractor shall indicate the following address on the permit application under property owner: PUBLIC WORKS, ATTN: AFZH-PWE, MS 17E, BOX 339500, FORT LEWIS, WA, 98433-9500.
- b. A detailed asbestos plan (management plan) for the removal procedures to be followed. This shall also include information on the Contractor's qualifications to perform asbestos work (i.e., experience and a list of the asbestos workers/supervisors who will work on the project and their certification numbers and expiration dates).
- c. Upon completion, a floor plan and summary showing the exact locations where asbestos has been removed or encapsulated and approximate amounts of asbestos removed and remaining as per the survey provided and any additional bulk samples taken.
- d. Copies of laboratory analysis results for clearance sampling and air monitoring including pre-abatement, area, and personal air samples.
- e. All job site entry logs or other documentation indicating who worked at or entered the regulated work site.

3.5.2 Additional Sampling

The Contractor shall provide the results of any additional asbestos bulk samples taken during the execution of this contract to PW, Engineering & Contract Management Division.

3.5.3 Disposal

Asbestos removed shall be disposed of at an off site permitted landfill. A Waste Shipment Record (HFL Form 954-Enclosure No. 4) shall be provided to PW, Engineering & Contract Management Division signed by the Contractor prior to disposal at the landfill with a second copy provided after disposal signed by any and all transporters and the landfill operator. The two copies shall be provided within 10 days of each other. If the two copies are not provided within 10 days of each other, Fort Lewis will be obligated to report the incident to the Puget Sound Air Pollution Control Agency (PSAPCA) in accordance with PSAPCA Regulation III, Section 4.07, or report to any other regulatory agency with jurisdiction. If the landfill operator finds a discrepancy in the waste shipment record the Contractor shall report the discrepancy to the Contracting Officer or their representative. NOTE: The HFL Form 954 is the only form the Contractor shall use as the Waste Shipment Record.

3.5.4 Transportation

Transportation of all asbestos shall be in accordance with DOT regulations for transporting hazardous materials.

3.5.5 Asbestos Use

No asbestos-containing material shall be installed/used on any structure.

3.6 Radiation Safety

All aspects of the job relating to radiation safety, including transportation, use, storage or handling must be addressed by the Contractor through PW, Engineering & Contract Management Division to the Installation Radiation Safety Officer, Installation Safety Office, Building 6069, Fort Lewis, WA, phone: (253) 967-3079/6764.

3.7 UNDERGROUND STORAGE TANKS (USTs) AND PETROLEUM CONTAMINATED SOIL (PCS)

NOTE: Paragraph 3.7 shall be included only when applicable

All work on USTs and associated contaminated soil shall be completed in compliance with Washington Administrative Code (WAC) 173-340 and 173-360. The Contractor shall be responsible for removal of PCS and its treatment and disposal at an off site location.

3.8 DISPOSAL OF SOLID WASTE.

3.8.1 General

The Contractor shall be responsible for the disposal off-site of all refuse generated in the course of performance of this contract, to include containers, transport, handling, and dumping fees. All solid wastes shall be placed in containers that are emptied on a regular schedule. The Contractor will not be permitted to deposit refuse in existing garbage cans or refuse dumpsters. No burning of refuse is allowed. All vehicle loads of waste being transported shall be adequately secured to prevent spillage. The contractor shall report solid waste disposal transactions to the ENRD Pollution Prevention (P2) Office and Services Contract Management Branch. Information shall include quantities (lbs.), disposal facility used, location and contract information.

3.8.2 Clean Fill Materials

Clean fill materials shall be disposed of on Fort Lewis at a site as directed by PW, Engineering & Contract Management Division. Clean fill shall not contain any items such as vegetative material, asphalt, concrete or metals.

3.8.3 Fort Lewis Incinerator

NOTE: Review project requirements at final design with the incinerator manager. These paragraphs will be further edited at that time. Remove this section if the incinerator will not be operational during the project.

Contractors may dispose of refuse at the Fort Lewis incinerator. The incinerator hours are 0800 to 1600 on weekdays, except for Federal holidays. Contractors shall coordinate incinerator requirements with the incinerator manager (phone 967-5237) two workdays prior to initial disposal. The incinerator is subject to periodic shutdowns for maintenance. Rescheduling of off-post disposal shall be required in these instances.

Only combustible solid waste will be burned in the incinerator. No hazardous waste as defined by Title 40 of the Code of Federal Regulations, Chapter 261 can be burned or otherwise accepted at the incinerator. No dangerous waste as defined by Section 173-303 of the Washington Administrative Code will be burned or otherwise processed at the incinerator. Other items prohibited by applicable Federal, state or local laws and/or regulations will not be accepted at the Fort Lewis incinerator.

Size Restrictions: Items to be incinerated must not be larger than three feet on a side (3' x 3' x 3'), unless the item to be burned is composed of a material that is able to be shredded such as wood or plastic, in which case the item must be able to fit within a 40" x 50" opening in the shredder.

Unacceptable Items: Examples of items not acceptable for incineration are: items acceptable for recycling; inert waste, concrete, rocks, and fill material; hazardous or dangerous wastes; paint or paint thinner; lead painted items; batteries; appliances; computers or circuit boards; gypsum board; and asbestos containing material. The Fort Lewis incinerator manager may inspect and reject other objectionable material not listed here.

3.9 PROTECTION OF LAND RESOURCES

Prior to the beginning of any construction, the Contractor shall identify the land resources to be preserved within the work area. Except in areas indicated on the drawings or specified to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without special permission from the Contracting Officer or their representative. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized.

3.9.1 Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the drawings to be preserved shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques.

3.9.2 Unprotected Erodible Soils

Earthwork brought to final grade shall be finished as indicated on the design drawings and specifications. Side slopes and back slopes shall be protected as soon as practicable upon

completion of rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in cases where the constructed feature obscures borrow areas, quarries, and waste material areas, these areas shall not initially be totally cleared. Clearing of such areas shall progress in reasonably sized increments as needed to use the developed areas as approved by the Contracting Officer or their representative.

3.9.3 Disturbed Areas

The Contractor shall effectively prevent erosion and control sedimentation through approved methods including, but not limited to, the following:

- a. Retardation and control of runoff. Runoff from the construction site or from storms shall be controlled, retarded, and diverted to protected drainage courses by means of diversion ditches, benches, berms, and by any measures required by area wide plans under the Clean Water Act.
- b. Erosion and sedimentation control devices. The Contractor shall construct or install temporary and permanent erosion and sedimentation control features as indicated on the drawings. Berms, dikes, drains, sedimentation basins, grassing, and mulching shall be maintained until permanent drainage and erosion control facilities are completed and operative.
- c. Sediment basins. Sediment from construction areas shall be trapped in temporary or permanent sediment basins in accordance with the drawings.

The basins shall accommodate the runoff of a local 5 year, 24 hour storm. After each storm, the basins shall be pumped dry and accumulated sediment shall be removed to maintain basin effectiveness. Overflow shall be controlled by paved weirs or by vertical overflow pipes. The collected topsoil sediment shall be reused for fill on the construction site, and/or stockpiled for use at another site. The Contractor shall institute effluent quality monitoring programs as required by State and local environmental agencies.

3.9.4 Tree Protection

The Contractor shall exercise care when excavating trenches in the vicinity of trees. Where roots are two inches in diameter or greater, the trench shall be excavated by hand or tunneled. When large roots are exposed, they shall be wrapped with heavy burlap for protection and to prevent drying. Trenches dug by machines adjacent to trees having roots less than two inches in diameter shall have the sides hand trimmed, making a clean cut of the roots. Trenches having exposed tree roots shall be backfilled within 24 hours unless adequately protected by moist burlap or canvas.

3.9.5 Trees Removed During Construction

Logs from trees removed during construction shall be decked for subsequent disposal by the Government. Decks shall be located so as not to interfere with the construction work and shall be located as directed by PW, Engineering & Contract Management Division. Logs shall be sorted by size and placed in separate decks for sawlogs and fuelwood. Trees shall be cut from

the stump and limbed to the top before decking. Whenever possible logs shall be left in tree length. If trees are too large to be handled tree length, cut 40-foot logs plus 12 inches trim allowance from the butt. The minimum size for a sawlog is 6 diameter inches on the small end and 16 foot in length. All logs not suitable for sawlogs shall be placed in a fuelwood deck. The minimum size for a fuelwood log is 5 inches diameter on the large end and 8 feet in length.

3.9.6 Restoration of Landscape Damage

All landscape features (vegetation - such as trees, plants, and grass) damaged or destroyed during Contractor operations outside and within the work areas shall be restored by the Contractor to a condition similar to that which existed prior to construction activities unless otherwise indicated on the drawings or in the specifications. All vegetation that was removed or damaged consisting of native species shall be replaced with native species. If the area had been previously landscaped with non-native species then similar plants shall be used for replacement. Landscaping shall be maintained for a minimum of 60 days after planting, to include irrigation. The Contractor shall coordinate with ENRD prior to planting any non-native species.

Trees shall be replaced in kind with a minimum 4-inch caliper nursery stock. Shrubs, vines, and ground cover shall be replaced in kind; the Contracting Officer or their representative shall approve size. All plant material shall meet specifications outlined in ANSI Z60.1 - current publication, "American Standard for Nursery Stock."

NOTE: Make the appropriate choices below depending on whether a separate TURF spec section is provided.

Grass areas shall be replaced in kind by sodding or seeding. Sod shall be required in all regularly maintained lawn areas.

Plant material damaged or destroyed within the historical district shall be replaced or repaired as directed by the Contracting Officer or their representative.

3.10 PROTECTION OF WATER RESOURCES

NOTE: Add any other restrictions that may be appropriate, such as work only authorized during certain months due to fish runs, etc., as determined by coordination with ENRD.

3.10.1 General

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters. Toxic or hazardous chemicals shall not be applied to soil or vegetation when such application may cause contamination of the fresh water reserve. Monitoring of water areas affected by construction shall be the Contractor's responsibility. The

Contractor shall monitor all water areas affected by construction activities. The Contractor shall observe all prescribed setbacks from streams and wetlands as specified in FL REG 200-1.

3.10.2 Washing and Curing Water

NOTE: Insert name of process producing the wastewater. Remove last sentence when an analysis is not required. *****

Stormwaters from sites less than 5 acres, directly derived from [_____] [construction activities] shall not be allowed to enter water areas. Stormwaters shall be collected and placed in retention ponds where suspended material can be settled out or the water evaporates to separate pollutants from the water. Analysis shall be performed and results reviewed and approved before water in retention ponds is discharged.

3.10.3 Cofferdam and Diversion Operations

Construction operations for dewatering, removal of cofferdams, tailrace excavation, and tunnel closure shall be controlled at all times to limit the impact of water turbidity on the habitat for wildlife and on water quality for downstream use.

3.10.4 Stream Crossings

Stream crossings shall allow movement of materials or equipment without violating water pollution control standards of the Federal, State or local government.

3.10.5 Fish and Wildlife

The Contractor shall minimize interference with, disturbance to, and damage of fish and wildlife. The Contractor prior to beginning of construction operations shall list species that require specific attention along with measures for their protection.

3.10.6 Wellhead Protection Areas

Particular care shall be taken to prevent the introduction of any contaminant to the surface in a designated Wellhead Protection Area (WPA). Certain activities that may pose a danger to groundwater resources are prohibited within WPAs.

3.10.7 Construction Stormwater Permit

NOTE: Add paragraph 3.10.7 for construction sites over 5 acres and after consultation with the O&M Division

The National Pollutant Discharge Elimination System (NPDES), requires general permits, a notice of intent (NOI), and a notice of discontinuation for construction sites greater than 5 acres discharging stormwater to any waters of the United States. The Contractor shall file a Notice of

Intent with the EPA for coverage under the EPA's general permit for storm water discharges from construction activities. A copy of the NOI shall be submitted to PW, Engineering & Contract Management Division. The Contractor shall be responsible for compliance with the terms of the permit, including the development of a storm water pollution prevention plan.

3.11 PROTECTION OF AIR RESOURCES

3.11.1 General

Dust particles, aerosols, and gaseous byproducts from construction activities, processing, and preparation of materials shall be controlled at all times, including weekends, holidays, and hours when work is not in progress. Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and state allowable limits at all times. The Contractor shall not conceal or mask the emission of an air pollutant that violates air pollution regulations or causes a detriment to the health, safety, or welfare of any person.

An air pollution source shall not emit air pollutants in such quantities and of such characteristics and duration which are likely to be injurious to human health, plant or animal life, property, or which unreasonably interfere with enjoyment of life and property.

3.11.2 Fugitive Dust

Fugitive dust created as a result of construction activities shall be controlled with the Best Available Control Technology (BACT) such as spraying with water. Contractor vehicles shall not enter public roadways with deposits of mud, dirt, or other debris or unsecured loads. Fugitive dust shall not be emitted from air pollution generating equipment such as boilers and incinerators.

3.11.3 Painting Operations

Spray painting shall not be conducted except inside a paint booth, which utilizes a dry filter system and is approved by ENRD for use. This requirement does not apply to the use of hand-held aerosol cans, coating of buildings and similar type structures, and painting of other items that ENRD deems can not be sprayed in a paint booth.

3.11.4 Burning Natural Vegetation

All cantonment areas, housing areas and all of North Fort are designated as no burn areas. A burning permit is required for burning natural vegetation in all other areas on Fort Lewis. Burning permits may be obtained from the PW Forestry Section. A copy of the permit shall be submitted to PW, Engineering & Contract Management Division.

NOTE: Paragraph 3.11.5 shall be included only when applicable. For large new air pollution sources, it may be more appropriate to apply for the below Notice of Construction Permit during the design phase. Coordinate this with the ENRD Air Program Manager and revise the specification accordingly.

Verify that sufficient construction time is permitted to allow for the time taken to comply with the following items.

3.11.5 Notice of Construction Permits

The Contractor shall be responsible for obtaining any necessary Puget Sound Air Pollution Control Agency "Notice of Construction" permits for the construction/installation of new air emission sources under this project. The Contractor is responsible for the associated fees.

The following process shall be followed when filing a Notice of Construction and Application for Approval. The Contractor shall complete the application including the Environmental Checklist (the proper forms can be obtained from the Puget Sound Air Pollution Control Agency (PSAPCA)). The Contractor shall then submit the application and a cashier's check addressed to PSAPCA for the associated plan examination fee to PW, Contract & Engineering Management Division. The application and check are to be submitted in a sealed envelope clearly marked with PSAPCA Notice of Construction Application and Associated Fee. The Government will review the application. If it is complete and accurate, the application will be submitted by the Government to PSAPCA with check. If it is not complete or accurate, the Contractor will be requested to submit a revised Application. The Contractor shall allow 30 days for review and submission by the Government. After submission, the Contractor shall allow 75 days for review, negotiation, and approval by PSAPCA. This process time line applies to standard projects. If the project is a major air pollution source, which requires other environmental documentation and public comment, the process time should be adjusted accordingly.

The Contractor is responsible for assuring all the standards/limits included in the Order of Approval to the Notice of Construction and Application for Approval are implemented or met. This includes developing an Operations and Maintenance plan to assure compliance with all environmental requirements and any testing of the air pollution source, the control equipment, or the monitoring equipment required by the Order of Approval or other regulatory requirement (this may be a supplement to any O&M manuals required elsewhere in the technical specifications).

The address on the Notice of Construction and Application for Approval for the property owner as well as the applicant should be PUBLIC WORKS, ATTN: AFZH-PWE, MS 17E, BOX 339500, FORT LEWIS, WA, 98433-9500.

3.11.6 Best Available Control Technology (BACT)

The Contractor shall utilize the BACT as determined by the regulatory authority on all air pollution sources. The Contracting Officer or their representative shall be notified for resolution if this requires a change in the design.

3.12 PRESERVATION OF HISTORICAL, CULTURAL, AND ARCHEOLOGICAL RESOURCES

If, during construction activities, the Contractor observes items that might have historical or archeological significance, the Contractor shall immediately contact the Contracting Officer or their representative and shall cease all activities that may result in the destruction of these resources and shall prevent its employees from trespassing on, removing, or otherwise damaging such resources.

3.13 PROTECTION OF FISH AND WILDLIFE

The Contractor shall conduct their operations in a manner that will minimize impacts on surrounding fish and wildlife. If, during construction activities, the Contractor observes any Federal or State protected species, the Contractor shall immediately contact the Contracting Officer or their representative and cease all activities at the site.

NOTE: The following sheets are attachments to this section: (1) Hazardous Material Inventory;
(2) Hazardous Material Inspection Checklist; (3) Hazardous Waste Accumulation Areas Checklist; and (4) Waste Shipment Record.

UNIT/ACTIVITY: _____ BUILDING NUMBER: _____ DATE: _____

HAZARDOUS WASTE ACCUMULATION AREA CHECKLIST

CRITERIA	GO	NO GO	COMMENTS
1. Are all HW containers within a Fort Lewis approved HW accumulation facility or facility meet requirements listed in Appendix G, FL Reg 200-1?			
2. Are only Fort Lewis or subinstallation issued HW containers used?			
3. Do containers have the Fort Lewis or subinstallation issued bar code label, or meet HW labeling requirements?			
4. Are containers positioned so labels can be easily read?			
5. Are containers free from leaks, excessive rust, damage, or excessive spillage/residue on the outside of the container? Are leaks into secondary containment cleaned up?			
6. Has any HW container exceeded its turn-in date?			
7. Are container lids (bungs) properly installed and (wrench) tight to prevent leakage if the container is overturned?			
8. When stored together, do incompatibles, flammables, corrosives, or oxidizers have physical barriers to prevent mixing?			
9. Are drums containing flammables properly grounded?			
10. Is there a minimum thirty-inch separation between aisles of containers, and are rows of drums no more than two wide?			
11. Is the HW segregated from new material?			
12. Is there a functioning emergency alarm at the facility?			
13. Have HM storage areas been inspected to verify there are no spills, damaged or leaking containers, expired shelf life items, or unsafe storage?			

INSPECTOR: _____ SIGNATURE: _____

UNIT/ACTIVITY: _____ BUILDING NUMBER: _____ DATE: _____

HAZARDOUS MATERIAL INSPECTION CHECKLIST

This checklist will be used for inspecting facilities where hazardous materials (HM) are stored. These locations include supply rooms, motor pools, paint lockers, field sanitation boxes, NBC rooms, communication sections, warehouses, laboratories, shops, or any other sites where HM are stored.

CRITERIA	GO	NO GO	COMMENTS
1. Are HM stored in a Fort Lewis approved facility or meet facility requirements in Appendix F, FL Reg 200-1?			
2. Are incompatible materials segregated, e.g., corrosives and oxidizers segregated from flammable products and stored on ground level? (See storage incompatibility charts in Appendix F, FL Reg 200-1)			
3. Are flammables stored away from sources of heat, ignition, flames, or sparks?			
4. Are inventories of HM recorded and updated as required by AR 710-2?			
5. Are MSDSs available on-site for all HM stored?			
6. Is a spill plan posted, and is a fully stocked spill kit readily available?			
7. Are product containers serviceable? (Not leaking, no dents or excessive rust, and lid(s) tightly closed)			
7. Are container labels legible and clearly identify the name of the material in the container?			
8. Are containers within shelf life expiration dates?			
9. Are new products segregated from "in-use" containers, and are stocks rotated on a "first opened, first used" basis?			
10. Is the paint locker stored inside a heated building?			
11. Are containers stored in an orderly manner, and is the HM storage area free of clutter and debris?			
12. Are gas cylinders properly identified, leak-tight, secured or racked, and stored away from sources of heat, flames, or sparks?			
13. Do opened, "in-use" containers have secondary containment?			

INSPECTOR: _____ SIGNATURE: _____

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EXHIBIT 25

ESTIMATED YEARLY TOTALS FOR TASK ITEM SERVICE ORDERS
(for Base and Option Years)*

<u>Task #</u>	<u>Description</u>	<u>Est Qty/Yr</u>
<u>GENERAL</u>		
101.	Repair wallboard	22 EA
102.	Replace wallboard	17 EA
103.	Repair doors	114 EA
104.	Replace doors	36 EA
105.	Repair stairs, treads handrails and wood floors	60 EA Stairs 4 EA Handrails 1 SF Floors 54 EA Treads
106.	Replace stairs, treads and handrails	11 EA Stairs 1 Handrails 6 EA Treads
107.	Repair cabinets	1 EA
108.	Replace cabinets	1 EA
109.	Repair countertops	1 EA
110.	Replace countertops	1 LF
111.	Repair exterior siding	161 SF
112.	Replace exterior siding	32 EA
113.	Repair roofing	775 SF
114.	Repair flashing	7 LF
115.	Replace flashing	3 LF
116.	Repair door frame	39 EA
117.	Replace door frame	9 EA
118.	Repair window framing	199 EA
119.	Replace window framing	58 EA
120.	Repair framing	2 EA

121.	Replace framing	1 EA
------	-----------------	------

*Most of the work listed was performed in occupied buildings. Estimated quantities are based upon historical data interpreted by the Government and are provided for the contractors' information only. Variation in quantities for individual task items will not be considered as a basis for any claim. Variations in quantities will only be considered based upon the overall effect on the total contract price.

<u>Task #</u>	<u>Description</u>	<u>Est Qty/Yr</u>
122.	Repair screens	13 EA
123.	Repair screen doors	5 EA
124.	Replace screens	4 EA
125.	Replace screen door	5 EA
126.	Repair subfloor	42 SF
127.	Replace subfloor	172 SF
128.	Provide handicap ramp	2 EA
129.	Remove handicap ramp	6 EA
130.	Install or remove temporary security for buildings	2 BLDG
131.	Repair handicap grab bars	1 EA
132.	Repair handicap ramps	3 EA
133.	Repair porch	2 EA
134.	Repair vinyl tile floors	84 EA
135.	Replace vinyl tile floors	453 SF
136.	Repair ceilings	19 EA
137.	Replace Ceilings	42 SF
138.	Replace window glazing	2 EA
139.	Remove moss from roof	2 EA
140.	Repair ceiling fan	17 EA
141.	Replace ceiling fan	6 EA
142.	Repair roof leak	127 EA
143.	Clean out gutters	3 EA

144.	Miscellaneous general service order other than described above	95 EA
145.	Install keyless deadbolt lock on exterior doors	3 EA
146.	Install/replace exterior lock/knob assembly	26 EA
147.	Repair Locks	54 EA
148.	Rekey/recore door lock incl. replacement keys	103 EA
149.	Provide replacement keys	313 EA
150.	Open doors	5 EA
<u>Task #</u>	<u>Description</u>	<u>Est Qty/Yr</u>
151.	Mgt. Of Grand Master Keying System	1 LOT
152.	Misc Keying Work Not Shown	3 EA
153.	Install Windows	122 EA
<u>PLUMBING/MECHANICAL</u>		
300.	Unplug sinks, toilets,urinals, drains and grease traps inside of building.	123 EA
301.	Repair toilets/urinals	120 EA
302.	Replace toilets/urinals	5 EA
303.	Repair sinks	71 EA
304.	Replace sinks	5 EA
305.	Repair showers or shower stalls	44 EA
306.	Replace exterior valve boxes	1 EA
307.	Replace exterior valve box covers	1 EA
308.	Clean out valve boxes	1 EA
309.	Repair hose bibbs	7 EA
310.	Replace hose bibbs	9 EA
311.	Repair outside water lines	21 LF
312.	Route out sewer lines to main	324 LF
313.	Replace sewer line	1 LF
314.	Repair interior valves	68 EA

315.	Replace interior valves	27 EA
316.	Repair piping	44 EA
317.	Replace piping	14 EA
318.	Repair faucets	48 EA
319.	Replace faucets	11 EA
320.	Repair hot water heaters (includes resetting thermostats)	97 EA
321.	Replace hot water heaters	3 EA
322.	Repair hot water tank insulation	7 EA
323.	Repair plumbing vents and drains	4 EA
<u>Task #</u>	<u>Description</u>	<u>Est Qty/Yr</u>
324.	Replace plumbing vents and drains (Drain traps shall be considered as one LF of drain)	1 LF
325.	Repair sump pump	1 EA
326.	Replace sump pump	1 EA
327.	Remove and reinstall furnace piping for hot water heater work	1 EA
328.	Drain, remove and reinstall hot water tank (to accomodate other work)	1 EA
329.	Repair gas lines and fittings (includes valves)	2 EA
330.	Replace gas lines and fittings (includes valves)	1 EA
331.	Replace exterior water valve (w/brass)	1 EA
332.	Repair water fountain	31 EA
333.	Replace water fountain	7 EA
334.	Repair sprinkler system	1 EA
335.	Repair garbage disposal	1 EA
336.	Replace garbage disposal	1 EA
337.	Repair dishwasher	11 EA
338.	Replace dishwasher	1 EA

339.	Turn water off or on	10 EA
340.	Dewinterize/winterize (other than PM)	136 EA
341.	Miscellaneous mechanical service order other than described above	7 EA

ELECTRICAL

400.	Rewire Panel(s)	1 EA
401.	Replace panel(s)	1 EA
402.	Replace breaker(s)	10 EA
403.	Replace switches and receptacles	38 EA
404.	Replace cover plates	18 EA
405.	Repair switches and receptacles	14 EA
406.	Repair fixtures	549 EA
407.	Replace fixtures	62 EA

<u>Task #</u>	<u>Description</u>	<u>Est Qty/Yr</u>
408.	Repair smoke and heat detectors	7 EA
409.	Replace smoke and heat detectors	6 EA
410.	Reset breakers	58 EA
411.	Replace dryer circuit to include breakers and receptacle to be compatible with 30 Amp personal dryers	2 EA
412.	Repair electric heaters	2 EA
413.	Replace electric heaters	1 EA
414.	Repair main breaker switches (other than switches in vaults)	1 EA
415.	Replace main breaker switches (other than switches in vaults)	3 EA
416.	Repair damaged or defective wiring Includes tightening all connections and replacing up to 10 LF of wiring	39 EA
417.	Replace damaged or defective wiring	12 EA

418.	Repair electrical meter base Includes all connections,glass and components	2 EA
419.	Replace electrical raceways between junction boxes	1 EA
420.	Repair fan timer	1 EA
421.	Replace fan timer	1 EA
422.	Repair panel(s)	2 EA
423.	Turn power on/off	8 EA
424.	Repair local fire alarm	1 EA
425.	Replace local fire alarm	1 EA
426.	Repair kitchen appliances	107 EA
427.	Replace kitchen appliances	9 EA
428.	Miscellaneous electrical service orders other than described above	43 EA

MISCELLANEOUS

500.	Nuisance calls	84 EA
501.	No access calls	20 EA
502.	Miscellaneous work, as ordered	43 EA

HEAT MAINTENANCE

700.	Heating Service Calls and Repair (October through March)	803 EA
701.	Heating Service Calls and Repair (April through September)	275 ea.



EXHIBIT 28

FORT LEWIS DIGGING PERMIT

*This permit is NOT valid until ALL LOCATES are cleared and permit is approved by Public Works.

* *This permit **does not** constitute Range Control scheduling for, or clearance to enter the site or location.*

Date: _____ Issued By: Public Works, Building 2012, Room 008, 967-5237

Permit Number: _____ Project: _____

Permit valid from: _____ Until: _____ Dig Date: _____

Dig Location: _____

Unit/Company: _____ Phone: _____

Responsible Supervisor: _____

A. Public Works and Range Control Review and Approval

Approval Organization	Phone	Approval Signature	Date of Contact
Exterior Electric (Bldg. 2049)	967-5840		
Interior Electric (Bldg. 2045)	967-6100		
Water/Sewer (Bldg. 7913, N.Fort)	967-4876		
Mechanical (Bldg. 2050)	967-7449		
Range Control (Bldg. 4074)*	967-5060		
Environmental (Bldg 2012, 3 rd Floor)	966-1783		
UST Removal** ENRD, Bldg. 2012, 3rd Floor	967-5337		
EQR Housing (Bldg 7910)	966-8283		

*This permit **does not** constitute Range Control scheduling for, or clearance to enter the site or location.

**Required clearance for tank removal

B. Required Underground Utility Locator Center 1-800-424-5555 (Provide your name and phone number)

Township: _____ Range: _____ Section: _____

Nearest Intersection: _____

UULC FILE NUMBER: _____ LOCATE DATE: _____

C. Always Required: POST SIGNAL:967-3500, FAX:967-3224

Recorded Message Date: _____ File Number/Initials _____

RETURN THIS FORM TO BUILDING 2012, RM 008 FOR REVIEW, VALIDATION AND FINAL SIGNATURE

D. Signature of Applicant _____ Date: _____

Printed Name of Applicant (MUST BE LEGIBLE) _____

Final Review By: _____ Date: _____

PW Customer Survey- To help PW better serve you, please indicate the selection which best describes your experience obtaining signatures for the completion of this dig permit: 1 - Easy 2- Somewhat Difficult 3 - Difficult 4 - Extremely Difficult

How could this process be improved?

(Use back of page if necessary)

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NONCONFORMANCE INSPECTION REPORT (SEE INSTRUCTIONS ON REVERSE)				PAGE _____ OF _____ PAGES	1. REPORT NUMBER
2. CONTRACT NUMBER	3. DELIVERY ORDER NUMBER	4. BUILDING/FACILITY NUMBER	5. CONTRACT NAME		6. CONTRACTOR
7. SPECIFICATION NUMBER	8. SERVICE ORDER NUMBER	9. LOCATION			
10. DESCRIPTION OF NONCONFORMANCE CONDITION(S) OR ITEM(S) (Reference the specifications, page, para, drawing number, as applicable)			14. CONTRACTOR CORRECTIVE ACTION (Identify date/time of completion; initial each item)		
11. This nonconformance report is issued to you on _____. Contractor repair nonconformance items identified in [10] and return this form to Public Works, Contract Management Branch, by _____ per contract specifications, page no. _____, para no. _____.			15. CONTRACTOR REPRESENTATIVE (QC) SIGN AND DATE		
			19. INSPECTOR'S SIGNATURE _____ DATE _____		
			20. ENGINEERING COMMENTS		
12. INSPECTED BY	DATE/TIME	13. TYPE OF INSPECTION			
17.	DATE	16. DATE/TIME RETURNED	21. ENGINEER'S SIGNATURE _____ DATE _____		

INSTRUCTIONS FOR COMPLETING NONCONFORMANCE INSPECTION REPORT

COPY 1

INSPECTOR'S INSTRUCTIONS(when issuing Nonconformance Report to contractor).

- BLOCK 1-9** - Fill out all information in these blocks. Mark N/A in blocks which do not apply.
- BLOCK 10** - Identify and list all nonconformance conditions of inspection. If additional sheets are needed use another Nonconformance Inspection Report and identify as next page. Reference the paragraph (para), page, and drawing number to the nonconformance condition, if applicable. Record any additional remarks pertinent to your inspection.
- BLOCK 11** - Fill in the date and time you issued the Nonconformance Report to the contractor. Indicate the date and time the contractor has to repair the nonconformance conditions and to return the report to the Contract Inspection Branch. Reference the contract specifications page and paragraph number as it applies to time limit for repairing and/or reperforming service.
- BLOCK 12** - Sign and date the report.
- BLOCK 13** - Identify the type of inspection (i.e., Final, Prefinal, Cleaning, Between Occupancy Maintenance (BOM), Occupied Maintenance (OM), Painting, etc.).

CONTRACTOR'S INSTRUCTIONS(when correcting nonconformance items).

- BLOCK 14** - Correct nonconformance items. Indicate the date and time that each item/condition listed in Block 10 was corrected. Remark on any condition related to the repair such as extenuating circumstances which may prevent you from performing the corrective action.
- BLOCK 15** - Contractor Q.C. representative sign and date after the repairs are made. Return the completed report to the Public Works (PW) Engineering & Contract Management Division (ECMD) within the time frame identified in the referenced contract specifications. PW, ECMD located at Building 2012, Fort Lewis, Washington 98433-9500, telephone (206)967-4126/3070.

INSPECTOR'S INSTRUCTIONS(when receiving Nonconformance Report from contractor).

- BLOCK 16** - Identify the date and time the contractor returned the form or when the form was received at PW, ECMD.
- BLOCK 17** - This block is for supervisory review after the form is returned from contractor.

COPY 2

INSPECTOR'S INSTRUCTIONS.

- BLOCK 18** - Perform followup inspection on rejected items. Indicate date and time of reinspection (if applicable). Comment on any circumstances. If no followup inspection is made, indicate not reinspected.
- BLOCK 19** - Sign and date. Match this copy up with copy 1 and forward both copies to Engineering.

ENGINEER'S INSTRUCTIONS.

- BLOCK 20** - Review this report. Add or attach comments. Coordinate input with Contracting Office or Contract Management Branch if required.
- BLOCK 21** - Sign and date the report. Forward this copy to Directorate of Contracting, Contract Administrator.

COPY 3

- Retain this copy in ECMD files.

Exhibit 30

COMPUTER DATA INPUT

Provide electronically, update each time period shown
in addition to the hardcopy requirement of EXHIBIT 4.

NO.	REQUIREMENT	SPECIFICATION REFERENCE	PROVIDE		
			DAILY	WEEKLY	MONTHLY
1.	SERVICE ORDER AND APPOINTMENT LOG	C.5.2.1, C.5.3.7, AND EXHIBIT 31	X	X	X
2.	NFWT STATEMENT	C.1.20.1 AND C.5.2.5.1		X	X
3.	TASK ITEM SERVICE ORDER REPORT	C.5.1.1.3 AND EXHIBIT 7			X
4.	INVOICES	C.1.16 AND EXHIBIT 8			X
5.	HEAT MAINTENANCE LOG	C.5.7.4 AND EXHIBIT 33	X		
6.	LIST OF UNREPAIRABLE KITCHEN EQUIPMENT AND PARTS	C.5.8.14			X
7.	KITCHEN EQUIPMENT SERVICE AND INVENTORY LOG	C.5.3.7, C.5.8.20, AND EXHIBIT 14		X	X
8.	OTHER REQUIREMENTS SPECIFIED BUT NOT LISTED ABOVE	AS APPLICABLE	AS	SPECIF	IED

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EXHIBIT 31

SERVICE ORDER AND APPOINTMENT LOG

The following minimum information is required.
The log is provided by the contractor.

S.O. NO.	BLDG NO.	PRI	NAME	DESCRIP	O	UN	ISS.	COMPL	MHRS	MATL	TASK NO	TASK QTY (TQ)	NFWT	REMARKS (REIMB)
----------	----------	-----	------	---------	---	----	------	-------	------	------	---------	------------------	------	--------------------

EXPLANATION OF TERMS AND COLUMNS FOR THE LOG:

1. S.O. NO. Column: Service order numbers shall be ordered work to include verbal, emergency or numbered orders. If the ordered work is by service order or emergency service order, enter the service order number. If work is ordered verbally, enter the form of the order, i.e., VERBAL.
2. BLDG NO. Column: Building numbers shall be listed as shown on the order.
3. PRI Column: Priority shall be the number 1, 2, or 3 which is equivalent to emergency, urgent and routine respectively, as ordered.
4. NAME Column: The name column shall have the requestor's name listed. If verbal or listed ordered work is received enter R&P for PW Work Reception, FIRE DEPT for PW Fire Department (after normal work hours only) or COR for Contracting Officer's Representative. If verbal or listed ordered work is received, enter the individual's name requesting the work in the remarks section.
5. DESCRIP. Column: The description of work column shall have a brief description of the work requested such as doors, glass, etc. The work may be ordered by task number or between occupancy work numbers.
6. O and UN Columns: Enter a check mark whether the buildings were occupied (O) or unoccupied (UN).
7. ISS. Column: Enter the date the order was issued. If after 1530 hours on the order, put the date order was received (next working day), except for emergency work shall be the date the order was received.
8. COMPL Column: Enter the date that work was completed.
9. MHRS Column: Enter the number of manhours used. Refer to paragraph C.5.4.2.
10. MATL Column: Enter the material cost used. Refer to paragraph C.5.4.2.
11. TASK NO. Column: Enter the actual task numbers used.
12. TASK QUANTITY Column: Enter the quantity of each task number completed.
13. NFWT Column: Provide a check mark if the building had "Not Fair Wear and Tear" as described in paragraph C.1.33.

14. REMARKS Column: remarks column shall be used for additional information or comments. Minimum entries are: person canceling work, number and dates of attempts on a no access order. Enter "REIMB" for reimbursable PW customers (See Exhibit 20).

EXHIBIT 33

HEAT MAINTENANCE LOG

MONTH :

YEAR :

BLDG. NO.	SERVICECONTRACTOR ORDER NO. OR SCHEDULED		COMPLETED	TYPE OF WORK (SEE BID ITEM)	TYPE OF HEATING SYSTEM	REMARKS	
*	*	*		BOILER 1ST	*	*	*
				GAS OIL OTHER			

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EXHIBIT 34

BLDG	SERVICE ORDER NO.	TYPE OF EQUIPMENT	REMOVE	INSTALL	KITCHEN EQUIPMENT				REMOVED EQUIPMENT TURNED IN		REMARKS
					MAKE	MODEL	SERIAL NO.	DATE	YES	NO	

= MONTHLY TOTAL

= CUMULATIVE TOTAL

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EXHIBIT 36
HEATING EQUIPMENT LIST AND QUANTITIES

The majority of the structures in this contract are heated via forced air furnaces with oil-fired burners. Several, predominantly the larger structures, have hydronic HW boilers, also oil-fired. Typical equipment in use is:

TYPE	MANUFACTURER	MODEL#	BURNER	BUILDING NUMBER	APPROX. QTY.
STEAM	Burnham 1607 MBTU/48hp	4FL-240-50-LB	DUAL		1
STEAM	Kewanee 950 MBTU/28.4hp	M-95-KX	OIL		1
STEAM	New Yorker/American 330 MBTU	FD-930-S	OIL		2
STEAM	New Yorker 330 MBTU	FD-930-S	DUAL		1
STEAM	Burnham	4FL-154-45-LB	DUAL		1
STEAM	Kewanee 2350 MBTU/70hp	M-235-KX	DUAL		1
HYDRONIC	Kewanee 550 MBTU/16.4hp	M-55-KX	DUAL		1
HYDRONIC	AMERICAN	FD- 330-S	OIL		2
HYDRONIC	BIRCHFIELD	R-20-22-235	OIL		1
HYDRONIC	ALDRICH	WHO-17-G	OIL		5
HYDRONIC	BURNHAM	PV77WCGBWN25	OIL		9
TOTAL DUAL FUELS					5
TOTAL STEAM BOILERS					7
TOTAL HYDRONIC BOILERS					18
TOTAL WET SYSTEMS					25

TYPE	MANUFACTURER	MODEL#	BURNER	BLDG. #	APPROX. QTY.
FORCED AIR	ARMSTRONG 112 / 350 MBTU	L62-112-12 L13-350-C10-3	OIL		13
FORCED AIR	INTERSTATE 140-330 MBTU	140-330 MBTU	OIL		60
FORCED AIR	MAGIC CHEF 275 / 335 MBTU	L-13-350-1	OIL		19
FORCED AIR	RHEEM 140 MBTU	N / A	OIL		6
FORCED AIR	SANDBERG 350 MBTU	08-350C	OIL		29
FORCED AIR	THERMOPRIDE 85 / 330 MBTU	VARYS	OIL		264
FORCED AIR	WILLIAMSON 140 MBTU	T167-10-1	OIL		37
FORCED AIR	MISC 112 / 330 MBTU	VARIOUS	OIL		30
TOTAL FORCED AIR					458

WATER HEATERS

The majority of domestic hot water heaters are also oil-fired tank type. Most units are 40 to 70 gallon. Manufactures include:

MANUFACTURER	MODEL #	BURNER
Bock 68 Gallon	Model 72E	OIL
Bock 70 Gallon	Model 71E	OIL
Aldrich 40 Gallon	WHO-23G	OIL

EXHIBIT 37

Number of square feet left per type of buildings =

	FIXED		ROTC		WSO		FIXED	
ORIGINAL TOTALS	SQ. FT.	844,484	SQ. FT.	816,130	SQ. FT.	320,042	SQ. FT.	593,567
MOD 6	SQ. FT.	0	SQ. FT.	14,160	SQ. FT.	4,720	SQ. FT.	0
MOD 8	SQ. FT.	7,970	SQ. FT.	0	SQ. FT.	0	SQ. FT.	20,181
MOD 10	SQ. FT.	-136,411	SQ. FT.	0	SQ. FT.	0	SQ. FT.	0
MOD 10	SQ. FT.	175,005	SQ. FT.	0	SQ. FT.	0	SQ. FT.	0
MOD 13	SQ. FT.	-69,775	SQ. FT.	-20,864	SQ. FT.	0	SQ. FT.	-148,374
MOD 30	SQ. FT.	-246,936	SQ. FT.	-48,054	SQ. FT.	0	SQ. FT.	-174,344
CURRENT TOTALS		574,337		761,372		324,762		291,030

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EXHIBIT 38
Dining Facility Equipment
North Fort (Typical)

1. Primary Dining facilities: DRCS USE, 9C28, 3D3, 3D27, 4D3, 4D10*, 5D3*, 5D27, 5D34, 6D3*, 6D10*, 6D27, 6D34, 7D27*, 7D34, 8D3, 8D10, 9D20.

(Primary facilities may function as a dining facility or as a bake shop/food storage point).

2. Secondary Dining Facilities: 6A39, 10C8, 4D27*, 5D10*, 7D3*, 8D27*, 8D34.

A. Equipment common to all primary facilities:

Item.	Power.
2 Deep Fat Fryers	208V 60A 3Ph
1 Floor mount griddle with oven	208V 60A 3Ph
1 Floor mount hot top range with oven	208V 60A 3Ph
1 Floor mount double convection oven	208V 60A 3Ph
1 Counter Mount griddle	208V 50A 3Ph
1 Coffee urn	208V 50A 3Ph
2 Hot food serving tables	208V 30A 3Ph
1 Conveyor toaster	208V 30A 1Ph
1 Mixing machine	120V 20A 1Ph
1 Meat slicer	120V 20A 1Ph
1 Pre-wash machine (dish washer area)	120V 20A 1Ph
1 Automatic dishwasher	208V 20A 3Ph
1 Booster heater (water)	208V 30A 3Ph
2 Roof mount exhaust fans	120V 20A 1Ph
1 Wall mount exhaust fan	120V 20A 1Ph
1 Reach-in freezer	120V 20A 1Ph
2 Reach-in refrigerators	120/208V 20A 1Ph
3 Floor fans	120V 20A 1Ph

Additional equipment in 9C28.

1 Tilt grill	208V 60A 3Ph
1 Steam pressure cooker	208V 60A 3Ph

- Function as classrooms, but still contain kitchen equipment.

NOTE: buildings 6A38, 4D34, and 7D10, are currently used as classrooms
But may at some time be reconfigured back to a dining facilities.

General Age of Equipment:

- All Tilt grills are new
- Deep fat fryers 6 years old
- Ovens eight years old
- Griddles 7 to 9 years old
- Refrigerators 5 years old
- All other equipment 1 to 4 years old
- 11D62 freezers is a mixture of 6 to 15 years old

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EXHIBIT 43
BACKORDERED PARTS LOG

SHEET ____ OF ____
WEEK OF _____

QTRS/BLDG	SERVICE ORDER NO.	DESCRIPTION OF WORK	BACKORDERED PART	DATE ORDERED	DATE COMPLETED

Contractor's Signature _____

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EXHIBIT 46

A. NOTICE OF INTENT TO REMOVE FRIABLE ASBESTOS MATERIAL

Permit #

1. PW SHOP OR CONTRACTOR	2. REQUESTER'S NAME	3. DATE REQUESTED
4. ESTIMATED START DATE	5. ESTIMATED COMPLETION DATE	6. TYPE OF FACILITY
7. BUILDING NUMBER	8. STREET NAME	9. LOCATION IN BUILDING
10. ESTIMATED QUANTITY (SF/LF)	11. ASBESTOS TYPE (USE)	12. Contract Number
13. RESPONSE METHOD (CHECK ONE OF THE FOLLOWING) <input type="checkbox"/> REMOVAL <input type="checkbox"/> DEMOLITION <input type="checkbox"/> OTHER (DESCRIBE) _____		
14. REMOVAL METHOD (CHECK ONE OF THE FOLLOWING) <input type="checkbox"/> GLOVE BAG <input type="checkbox"/> NEGATIVE PRESSURE ENCLOSURE <input type="checkbox"/> MANUAL <input type="checkbox"/> WRAP AND CUT <input type="checkbox"/> MINI ENCLOSURE <input type="checkbox"/> OTHER (DESCRIBE) _____		
15. COMPLIANCE PROCEDURES (CHECK ALL THAT APPLY) <input type="checkbox"/> WETTING <input type="checkbox"/> HEPA <input type="checkbox"/> PROTECTIVE CLOTHING <input type="checkbox"/> RESPIRATORS <input type="checkbox"/> PLASTIC <input type="checkbox"/> DECON <input type="checkbox"/> OTHER (DESCRIBE) _____		
16. PERSONNEL PERFORMING WORK		
NAME	CERTIFICATION NUMBER	EXPIRATION DATE
ADDITIONAL COMMENTS <div style="height: 150px; border: 1px solid black;"></div>	ENRD USE ONLY <div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: 80%;"> <p style="color: red; font-weight: bold; font-size: 1.2em;">APPROVED</p> <p style="color: red; font-weight: bold; font-size: 0.8em;">Fort Lewis Friable Notice ENRD – PW</p> <p style="color: red; font-size: 0.8em;">Permit # Signature Date</p> </div>	

B. COMPLETED NOTICE OF INTENT

1. Date

2. ACTUAL START DATE	3. ACTUAL COMPLETION DATE
4. QUANTITY REMOVED (SF/LF)	4. TYPE OF ASBESTOS

RETURN FORM TO ASBESTOS COORDINATOR, PW, ENVIRONMENTAL AND NATURAL RESOURCES DIVISION, BUILDING 2012, RM 308
 IF YOU HAVE ANY QUESTIONS, CONTACT THE ASBESTOS COORDINATOR AT (253) 966-1776

11/00-New

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EXHIBIT 47

CUSTOMER SERVICE SURVEY

A. Work Order Information

SO Number _____
Work Description _____
Building No. _____
Priority _____
Occupant _____
Date Surveyed _____
Telephone No. _____

B. Work Completion Information

Response Time _____
Timeliness _____
Clean up _____
Work Done Properly? _____

C. Worker Response

Courtesy _____
Acceptable Appearance? _____
Knowledgeable? _____

D. Comments

Excellent _____
Good _____
Poor _____
Other _____

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EXHIBIT 48

SUGGESTED WAY OF REMOVING PUTTY FROM WINDOWS BECAUSE OF THE PRESENCE OF ASBESTOS

ASBESTOS WINDOW PUTTY

METHOD OF FIGURING SQUARE FEET - FOR DELIVERY ORDERS AND PERMITS



- assume avg. width of 1/2"

- per 1 inch of length

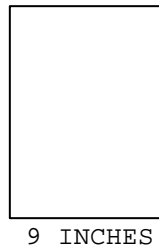
$$1 \text{ inch} \times 1/2 \text{ inch} = .5 \text{ sq. in.}$$

$$144 \text{ sq. in. per sq. ft.}$$

$$= .300 \text{ sq. ft. per inch of length}$$

(linear inches of putty)

EXAMPLE:
10 WINDOW PANES-
9" x 12"



12 INCHES

9 INCHES

$$4 \text{ sides per pane: } 12" + 12" + 9" + 9" \\ = 42 \text{ inches per pane}$$

$$\text{for 10 panes: } 42" \times 10 = 420 \text{ linear inches}$$

$$\text{TO CONVERT TO SQ. FT.:} \\ 420 \times .003 = \underline{1.26} \text{ SQ. FT.}$$

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EXHIBIT 49

UNIT/ACTIVITY: _____ **BUILDING NUMBER:** _____ **DATE:** _____

HAZARDOUS WASTE ACCUMULATION AREA CHECKLIST

	<u>GO</u>	<u>NO GO</u>	<u>COMMENTS</u>
1. Are all Hazardous Waste (HW) containers within a PW Environmental Services approved HW accumulation facility or meet facility requirements listed in FL Reg. 200-1, Appdx. G, Para. 6? NG=RED	<input type="checkbox"/>	<input type="checkbox"/>	_____
2. Are only HW containers issued by PW Environmental Services used? (FL Reg. 200-1, Appdx. G, Para. 7 c (1)) NG=RED	<input type="checkbox"/>	<input type="checkbox"/>	_____
3. Do HW containers have the PW Environmental Services issued bar code label and meet HW labeling requirements? (FL Reg. 200-1, Appdx. G, Para. 7 c (2)) (WAC 173-303-200 pg. 43 & 630 pg.93) NG=RED	<input type="checkbox"/>	<input type="checkbox"/>	_____
4. Are HW containers positioned so labels can be easily read? (FL Reg. 200-1, Appdx. F, Para. 7 c) (WAC 173-303-630,pg.94) NG=RED	<input type="checkbox"/>	<input type="checkbox"/>	_____
5. Are HW containers free from leaks, excessive rust, damage or spillage/residue on the outside of the container? Are leaks into secondary containment cleaned up? (WAC 173-303-630, pg. 93 & 94) NG=RED	<input type="checkbox"/>	<input type="checkbox"/>	_____
6. Has any HW container exceeded its turn-in date? (FL Reg. 200-1, Appdx. G, Para. 7 d (1)) (WAC 173-303-200 pg.43) NG=RED	<input type="checkbox"/>	<input type="checkbox"/>	_____
7. Are HW container lids or bungs properly installed and wrench tight to prevent leakage if the container is overturned? (FL Reg. 200-1, Appdx. G, Para. 7 c (6) (a)) (WAC 173-303-630,pg.94) NG=RED	<input type="checkbox"/>	<input type="checkbox"/>	_____
8. When stored together do incompatibles, flammables corrosives, or oxidizers have physical barriers to prevent mixing? (FL Reg. 200-1, Appdx. G, Para. 7 c (6) (b)) WAC 173-303-630 pg. 64 NG=RED	<input type="checkbox"/>	<input type="checkbox"/>	_____
9. Are HW containers containing flammable liquids properly grounded? (FL Reg. 200-1, Appdx. G, Para. 7 c (6) (c)) (WAC 173-303-630) NG=RED	<input type="checkbox"/>	<input type="checkbox"/>	_____
10. Is there a minimum thirty-inch separation between aisles of HW containers, and are rows of drums no more than two wide? (FL Reg. 200-1, Appdx. G, Para. 7 c (4)) (WAC 173-303-630) NG=RED	<input type="checkbox"/>	<input type="checkbox"/>	_____
11. Is the HW segregated from HM? (FL Reg. 200-1, Para. 8-6 c) (WAC 173-303-630) NG=RED	<input type="checkbox"/>	<input type="checkbox"/>	_____
12. Is there a functioning emergency alarm at the facility? (FL Reg. 200-1, Appdx. G, Para. 3 d) NG=RED	<input type="checkbox"/>	<input type="checkbox"/>	_____
13 Is there a written spill plan posted and are spill supplies on site? (FL Reg. 200-1 Chap. 8.6, Para. f (1) (a & c)) NG=RED	<input type="checkbox"/>	<input type="checkbox"/>	_____

Inspector: _____

Signature: _____

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<i>PW Division: Engineering & Contract Mgt Div</i>		
Procedure: <i>Environmental Documentation Review Sheet</i>		
Document ID: PWC-001		
Document Owner: Patrick LaViolette	Approval: C. John Brobeck	Revision: 0021 Revision Date: 6/3/2002
Title: ECMD Environmental Coordinator	Title: Chief, ECMD	Original Date: 12/9/99

This is an UNCONTROLLED DOCUMENT printed for reference only. The current version is located at I:\ECMD\FORMS\ENVIRONMENTAL\ENVIRONMENTAL CHKLIST.doc. Back-up controlled document is located in Room 230, Blank Forms files cabinet

Environmental Documentation Review Sheet

SOW ☐ Concept ☐ Final ☐

Title of Project:
IJO and Package Number:

Step 1. PM determines project impacts. The PM will complete the table below, and route this review sheet to the ENRD Secretary. Use Attachment 1 (ENRD Checklist) to check appropriate areas that have potential environmental impacts. When sending documents for review, annotate all ENRD reviewers on the project review routing slip.

Project Impact	Description
Project Manager (Signature/Date):	

Step 2. ENRD Secretary will route project packet to the respective Program Managers and POCs to determine the status of environmental documentation (table below) and/or provide comments to ECMD PM. When reviewing documents, sign the appropriate "concur/comments attached" blocks on the project review routing slip and return (email) comments on NPD Form 32. In addition, the program managers and POCs that have "Significant Aspects" bolded impacts on Attachment 1 (ENRD Checklist), relating to the ISO14001 Certification, must provide comments that will help involve the contractors in meeting our environmental objectives. When complete, Paul Steucke (or authorized designee) will sign the appropriate signature block (table below) and return a copy to the ECMD PM. If further review is not necessary, Paul will cross out the remaining product signature blocks.

Type of Document	Covered Under Existing Document	Preparation Needed and Prepared By
REC		
BA		
EA		
EIS		
NHPA		
Other ()		
Contractor Required Documents / Permits:		
Other Comments:		
ENRD POC Signature/Date at:	SOW: Concept: Final:	

Step 3. PM files this review sheet (along with the ENRD checklist) in the project folder.

Step 4. PM ensures that the review comments are incorporated, and provides feedback to ENRD POC.

Step 5. PM seeks further reviews. Upon receipt/completion of other review products (Concept/Final), the PM will again route this sheet to ENRD for another signature. Additional review signatures are not necessary, if Paul Steucke has crossed out the respective product signature blocks.

Attachment 1 to Environmental Documentation Review Sheet (ENRD Checklist)

PROJECT IMPACT	PROJECT EXAMPLES	POINT OF CONTACT	YES	NO
1. <u>Air emissions*</u>	Chemical vapors, boilers, paint booths, gasoline tanks, particulate emissions	Sherri Whiteman, 966-1781		
2. Asbestos	Demolitions, remodeling, pipe insulation, windows, flooring, siding, roofing	Sherri Whiteman, 966-1781		
3. Construction sites >5 acres	New construction, land clearing, stormwater discharge	Dave Clouse, 966-1763 Dale Sadler, 966-1769		
4. Endangered Species Act Compliance	All projects impacting designated critical owl habitat and/or Federal or State listed species.	Ken Cadwell, 966-1764		
5. Excavation fill	Borrow pit use	Mary Kellogg, 967-4225		
6. Fluid-filled electrical equipment	Transformers, ballasts, and communication equipment potentially containing PCBs	Jana Nelson, 967-4786		
7. <u>Generation/Disposal of hazardous waste*</u>	Hazardous waste generation during any phase of construction or operation	Jana Nelson, 967-4786		
8. Hazardous materials	Hazardous materials usage/storage, submission of HM inventories and MSDSs	Terry Austin, 967-3268		
9. <u>Historic buildings and landscape*</u>	Any alterations to buildings, plants, roads, or sidewalks	Dale Sadler 966-1769		
10. Land clearing, vegetation removal/ destruction in open or forested areas	Tree cutting, site clearing	Gary McCausland, 967-5914 Dave Clouse, 966-1763 Mike Roberts 966-1775 Jeff Foster, 966-6446		
11. Lead paint	Building remodeling, demolition (older than 1977), use of lead based paint, new construction (lead in soil from previous building sites)	Rich Wilson, 966-1801 Jana Nelson, 967-4786		
12. Ozone Depleting Chemicals	Halon and CFC equipment removal, replacement, or maintenance, disposal of ODCs	Rich Singler, 967-4786		
13. Prairies/Oak Woodlands	Disturbance to prairies and oak woodlands	Gary McCausland, 967-5914 Dave Clouse, 966-1763 Jeff Foster, 966-6446		
14. Road design	New construction or modification to existing road	Dave Clouse, 966-1763		
15. Sewers - sanitary or storm	Hookup to collection systems, retention/detention ponds, oil/water separators, pretreatment standards	Phil Crawford, 966-1766		
16. Sites on Environmental Coordination map and Logistics Center	New construction or repair in designated areas	Bill Van Hoesen, 966-1780		
17. Siting of facilities/ construction/demolition	New construction/repair/demolition Noise	Dave Clouse, 966-1763 Sherri Whiteman 966-1781		
18. Subsurface soil disturbance	Digging, all digging in cantonment area, mechanical digging in TAs	Bill Van Hoesen, 966-1780		
19. Underground/ Aboveground storage tanks	Building or motor pool construction, remodeling, demolition, UST repair/ maintenance, regulated and unregulated tanks, Petroleum contaminated soil (PCS)	Rich Gillespie, 966-1727		
20. Waste generation (landfilling)	Generation of unusual wastes (e.g., large quantities, liquids, stumps and brush, asbestos, tires)			
21. Water use	New connections, wells, chemical systems, wellhead protection areas, backflow prevention	Phil Crawford, 966-1766		
22. Waterways - open water, wetlands, surface water, watersheds	Waterline or waterway diversion, construction, use of chemical near a waterway, storm runoff, erosion	Dave Clouse/COE (wetlands), 966-1763 Phil Crawford, 966-1766		
23. Radionuclides	Potential radioactive sources (e.g., smoke detectors) – See Installation Safety Office	Ralph Weddle, 967-3079/6764 Sherri Whiteman 966-1781		
24. All projects at YTC	All projects at YTC	Larry Fain, 577-3545		
25. Ecology/Statistics	Monitoring & surveys, statistical analysis, any project with potential ecological effects.	Jeff Foster, 966-6446		

* The bolded and underlined project impacts are the "Significant Aspects" of Public Works ISO 14001 Certification effort. Program Managers and POCs must identify areas of the project that could have significant environmental impacts and provide comments that will assist the ECMD PMs and Inspectors in communicating our ISO 14001 Certification process and involve the contractors in meeting our environmental objectives.

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AFZH-DEQ
Procedures for Turning in Hazardous Waste

**HAZARDOUS MATERIAL/WASTE INVENTORY FOR TURN IN
EXHIBIT 53**

POC _____
UNIT DODAC _____

Phone _____ Unit _____
Date _____

Item #	National Stock Numbers & Item Name	Manufacturer of DLA Numbers	Manufacturer Address	Size	Number of Items	Flashpoint	Condition of Container	Military Specs #	Remarks
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									

Comments:

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